C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, June 16, 2025 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER - Pastor Rick Palma Jr. - Treasure Coast Baptist Church**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of the minutes of the May 19, 2025 Regular Meeting.

   B. Approval of the Minutes of the June 02, 2025 Regular Meeting.

6. **PROCLAMATIONS**

   A. Treasure Coast Waterway Clean Up Proclamation

   B. Youth Award Proclamations

7. **LETTERS TO COMMISSION**

   A. Thank you card from Elizabeth Bowen expressing her family's deep gratitude to the Building Department staff for their professional and supportive assistance in addressing safety concerns, which led to effective action and restored their sense of security at home.

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

   Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under

Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

A. Approval of an additional $36,000.00 to purchase order PO 250166, GT Supplies, Riviera Beach, FL, for refurbishing dumpsters city-wide.

B. Approval of an additional $35,000.00 to purchase order 250159 with The Tailor Group, Fort Pierce, FL for public restroom cleanings city-wide.

C. Approval to award RFP 2025-11 for annual contracted Professional Inspection Services to GFA International, Inc. dba Universal Engineering Service of Port St. Lucie, Florida for an amount of up to $100,000.00 annually.

D. Approval to award RFP 2025-012 for annual contracted Professional Plan Review Services to GFA International dba Universal Engineering Sciences of Port St. Lucie, Florida for an amount of up to $100,000.00 annually.

E. Approval to award RFQ 2025-009 for the annual contract for Community Rating System (CRS) and Climate Resilience Support Services to TetraTech, Inc. of Stuart, Florida for an amount of up to $100,000.00 annually.

F. Approval of Specific Authorization No. 2025-1 for Structural Assessment of the Historic Seven Gables House, with a Cost Not to Exceed $6,426.

G. Approval of emergency expenditure to Johnson-Davis, Inc. for Thumb Point Drive Emergency Drainage Repairs at 1526 Thumb Point Drive and 1679 Thumb Point Drive in the amount not to exceed $209,405.00

H. Approval of Specific Authorization 1 with EXP US Services, INC. for Professional Architectural and Engineering Services for the Downtown Festival Street Redevelopment not to exceed $195,405.00.

12. **PUBLIC HEARINGS**

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

A. Quasi-Judicial Hearing - Review and approval for application for an innovative, Minor Site Plan, submitted by A-Ok Construction to develop a single-story duplex. The proposed duplex will be developed on 0.31 acres of land located at 209 N. 18th Street, more specifically located at Parcel Control Number: 2409-606-0041-000-0.

B. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use, with No New Construction by Atlantic Coast Recycling, located at 3301 Avenue D, more specifically located at Parcel Control Number: 2408-214-0001-000-2.

C. Legislative Hearing - Ordinance 25-018 Amending Chapter 103, Article III "Contractors". FIRST READING

D. Legislative Hearing - Ordinance 25-019 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances Entitled "Building Fees." FIRST READING

13. **CITY COMMISSION**

A. Resolution 25-R47 is for the approval of the lease renewal between the City of Fort Pierce and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Submerged lands of the Fort Pierce City Marina Islands.

14. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

A. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor

does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting - 5:05 PM **5. A.**

Meeting Date: 06/16/2025

Re: Approval of the minutes of the May 19, 2025 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the May 19, 2025 Regular Meeting.

Attachments

05.19.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 06/03/2025 05:16 PM

Final Approval Date: 06/03/2025

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, MAY 19, 2025.

1. CALL TO ORDER

Mayor Hudson called the May 19, 2025 Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - DeVoshay Johnson, EmPowered in Christ Ministries

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Mayor Linda Hudson; Commissioner James Taylor

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
Records Management Coordinator Tina Rel

5. APPROVAL OF MINUTES

a. Approval of the Minutes of the May 05, 2025 Regular Meeting

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner James Taylor to approve the minutes of the May 05, 2025 Regular Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor
Passed

6. **PROCLAMATIONS**

a. National Public Works Week

b. Mental Health Awareness Month

7. **LETTERS TO COMMISSION**

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the agenda with the removal of item 11c at staff's request.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor
Passed

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will

not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

No public comments.

10. MISCELLANEOUS REPORTS

a. Fort Pierce Main Street Report for 1st and 2nd Quarters of FY2025

Audria Moore, Special Projects Coordinator, introduced Doris Tillman, Donna Sizemore, and Michelle Cavalcanti, Main Street Fort Pierce, present the first and second quarter Fiscal Year 2025 reports.

The Commission commented on promoting local parks and facilities, inquired on vendor participation and registration, the Christmas parade, board meetings, and thanked the staff for all their hard work.

Ms. Cavalcanti commented on the application and registration process, closed board meetings, the challenges of working with limited staffing, and fundraising.

11. CONSENT AGENDA

a. Approval of Specific Authorization 1 with Cotleur & Hearing, Inc. for Urban Planning Professional Services of Old St. Anastasia and adjacent lots for an amount not to exceed $125,975.00

b. Approve recommendation from the Arts and Culture Advisory Board seeking approval of the purchase of four (4) Anita Prentice mosaic benches utilizing Arts in Public Places funds for the Highwaymen Museum in an amount not to exceed $12,000.

c. PULLED AT THE REQUEST OF STAFF. Approval of expenditure from the City Commission to use funds from the Law Enforcement Trust Fund, not to exceed $125,000, to purchase needed safety equipment for Officers, update our interview room cameras, and donate to non-profit organizations or programs in good standing, including the Fort Pierce Police Explorers, Mustard Seed Ministries and Northside Bat and Ball Little League Baseball.

d. Approve award of Bid 25-014, the Surfside Neighborhood Roadway Improvements Phase II, to the low bidder, Pav-Co Contracting, Inc., in an amount not to exceed $3,469,267.18.

e. Approval of an Interlocal Agreement between the City of Fort Pierce and the Treasure Coast Regional Planning Council to undertake public outreach assistance and drafting of proposed amendments based on the Evaluation and Appraisal Review of the Comprehensive Plan for the City of Fort Pierce, Florida in the fixed amount of $115,000.

f. Approval of an Agreement between the City of Fort Pierce and Main Street Fort Pierce, Inc. to provide services from October 1, 2024, to September 30, 2025, for an amount not to exceed $50,000.

Commissioner Broderick pulled items 11a and 11b of the Consent Agenda.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve items 11d-11f of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

As to item 11a
Commissioner Broderick inquired on what the funds are being spent on, how the vendor was selected and if this is the best direction to move in.

Shyanne Harnage, Community and Economic Development Director, explained the process for vendor and selection, and the comprehensive development of the building and adjacent parcels.

The Commission commented on the redevelopment of the property for its best use with the recommendation for a family-friendly revenue generator, if the funds are allocated from the FPRA, the purpose of the authorization for planning, historical value and funding necessary for maintenance.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve item 11a of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

As to item 11b
Commissioner Broderick expressed his concerns about the scope of this project and who is managing the project.

Ms. Moore commented that a meeting has been scheduled with the artist and consideration has been given to when the benches will be placed.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve item 11b of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

12. PUBLIC HEARINGS

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

a. Quasi-Judicial Hearing - Ordinance 25-014 - Review and approval of a Zoning Map Amendment by applicant Franco Prado to change the zoning of one (1) parcel of land from Residential Single-Family - Three Units Per Acre, E-3, to Planned Development, PD at 1038 S. 37th Street, more specifically at Parcel ID: 2417-213-0001-000-7 - FIRST READING.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings.

Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

Records Management Coordinator, Tina Rel confirmed that the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications.
Commissioner Broderick - Yes (Developer and representatives)
Commissioner Gaines – Yes (Developer)
Commissioner Johnson – Yes (Developer)

Commissioner Taylor – Yes (Developer)
Mayor Hudson – No

Records Management Coordinator, Tina Rel, swore in those wanting to speak during the Quasi-Judicial hearing and introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-014
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING ONE (1) PARCEL GENERALLY LOCATED AT OR NEAR 1038 SOUTH 37TH STREET, CONTAINING APPROXIMATELY 5.28 ACRES OF LAND, MORE OR LESS, FROM RESIDENTIAL SINGLE FAMILY (E-3) TO PLANNED DEVELOPMENT (PD); APPROVING A MASTER PD SITE PLAN; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Presentation:
Kevin Freeman, Planning Director, presented the review and approval of a zoning map amendment for Prado Place at1038 S. 37th Street.

RECOMMENDATION: Staff's recommendation is for the City Commission to **APPROVE** the Master Planned Development and Site Plan subject to the 14 Conditions as noted.

Conditions
1.A Final PD shall be required prior to any development activities associated with the Master Site Plan by Art of Engineering, project number 2023-057, dated 2024.09.26.
2.The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.
3.The Final PD site plan submittal shall include a wetland jurisdictional survey.
4.Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.
5.A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.
6.The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
7.The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
8.The Final PD site plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.

9.The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.
10. The Final PD site plan shall contain the following information, at minimum:
a.A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
b.Proposed lot lines and other divisions of land for management, use or allocation purposes.
c.The location, size and height of present and proposed buildings and structures.
d.The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
e.The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks along 37th ST
f.The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. 11. Any required sidewalk or roadway improvements to S 37th ST shall be identified through the Final PD site plan process.
12.The property shall be platted prior to any vertical construction activities.
13.All other applicable state or federal permits be obtained before commencement of the development.

14.The issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Fort Pierce for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Commission Questions of Staff:
The Commission inquired on the density bonus and transit stops, lot cover ratio analysis, stormwater mitigation, requested clarification on the conditions, the County's road requirements and review, solid waste requirements, and school stops.

Mr. Freeman expounded on the density bonus and how it qualifies, lot cover ratio, stormwater requirements, policy based on the comprehensive plan, the County's request or require for improvements to 37th Street, and the final development plan must include solid waste requirements and school bus stops.

Applicant Questions of Staff:
Franco Prado, applicant, had no questions for staff.

Intervenor Questions of Staff:
Jeremiah Johnson inquired of Mr. Freeman the density bonus value calculations, the specifics of the PD zoning district as referenced in 125-212, the protections that are in place, and County and City standards for the roads.

Mr. Freeman commented on the zoning and density bonus calculations, specifically that during plan development it is rezoned to future land use of low density, a full analysis has not been completed on the PD which allows the applicant to enter what will be preserved, full analysis of protections takes place in the final plan development stage, and that he is aware of the substandard roads.

Applicant Presentation:
Mr. Prado addressed the questions posed concerning roads, as they are prepared to comply with County road standards, land use, access easement and gas infrastructure on Meadow Lane.

Commission Questions of the Applicant:
Commissioner Johnson inquired on the utilities access to Meadow Lane,

Mr. Prado located on Google Maps the utilities access on Meadow Lane and commented on the FPUA easement.

Staff Questions of the Applicant:
Mr. Freeman inquired on the commitment to add pedestrian access to Meadow Lane.
Mr. Prado commented that he would like to do that.

Intervenor Questions of the Applicant:
Mr. Johnson inquired of Mr. Prado about the size of the units, price point, character preservation, natural feature preservation, public infrastructure improvements, and mixed-use elements.
Mr. Prado commented on the unit's size, price point, character preservation, that it was a vacant lot and that a tree survey would be completed, and road improvements to be identified during the final site plan.

Intervenor Presentation:
Mr. Johnson presented chapter 125 of the City code, rezoning, road improvements, the possible violation of the density bonus, and affordable housing.

Commission Questions of the Intervenor:
The Commission inquired on recommendations for the property, following through with the conditions, residence recommendation on road improvements and character.

Staff Questions of the Intervenor:
Mr. Freeman inquired on the visualization for the property.
Mr. Johnson commented that he is looking for consistency in the current area.

Applicant Questions of the Intervenor:
The applicant had no questions.

Mayor Hudson opened the public hearing.
Debbie Stanley
Roy Johnson
Dillon O'Berry
Tiffany Colbert
Ronna Perry
Lewis Odosko
Nancy Hernandez
Sherry Mooney
Donald Mooney
Kelly Ridle
Kelly Johnson
Mayor Hudson closed the public hearing.

Applicant Final Comments:
Mr. Prado thanked the Staff and the Commission and provided his intention to provide housing.
Intervenor Final Comments:
Mr. Johnson provided his thoughts on the safety and welfare of the City and referenced section 125.

Staff Final Comments:
Mr. Freeman had no comments.

Commission Discussion:
The Commission discussed code, creative elements, City resources, what is allowable in City code and the application of it.

Motion was made by Commissioner James Taylor, seconded by Commissioner Michael Broderick to deny Ordinance No. 25-014 as it 1) Violates a logical development pattern. 2) Is inconsistent with the surrounding zoning classifications. 3) Is incompatible with the neighborhood and surrounding properties.

AYE: Commissioner Michael Broderick, Mayor Linda Hudson, Commissioner James Taylor
NAY: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr.
Passed

b. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with New Construction, submitted by applicant Leo Giagrande, Principle, GEP, to construct an 84-lot recreational vehicle park located near Crossroads Parkway and Andrews Avenue. The property is located on Parcel ID: 2324-312-0005-000-4.

Mayor Linda Hudson called the proceeding to order.

Records Management Coordinator, Tina Rel confirmed that the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications.
Commissioner Broderick - No
Commissioner Gaines – No
Commissioner Johnson – No
Commissioner Taylor – No
Mayor Hudson –No

Records Coordinator, Tina Rel, swore in those wanting to speak during the Quasi-Judicial hearing.

Staff Presentation:
Kerry Driver, Senior Planner, presented the Review and approval of an application for a Conditional Use with New Construction near Crossroads Parkway and Andrews Avenue.

RECOMMENDATION:

At the April 14, 2025, Planning Board meeting, the board voted unanimously to approve the innovative site plan with the six (6) conditions:
1. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity
2. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
3. A South Florida Water Management District (SFWMD) ERP shall be required prior to the DPCR approval
4. An approved Saint Lucie County Development Permit shall be required prior to DPCR approval
5. The Environmental Assessment Report denotes unresolved environmental conditions that may require further testing and action. An updated environmental review shall be required at the time of DPCR.
6. An address request form shall be submitted to the Planning Department prior to applying for a building permit

Staff's recommendation is for City Commission to **APPROVE** the conditional use with new construction application with the six conditions previously listed

Commission Questions of the Staff:
Commissioner Broderick inquired as to what triggered the conditional use.

Mr. Driver explained that the conditional use is triggered by the zoning table for change of use.

Applicant Questions of Staff:
Leo Giagrande, Principle GEP, had no questions for staff.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the application for conditional use.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

c. Quasi-Judicial Hearing - Review and approval for an innovative site plan application, submitted by applicant Geza Szini-Sebo, Abandel Group, LTD, allowing bonus density to construct a 30-unit apartment villas. The property is located at 4101 Oleander Avenue, more specifically Parcel ID: 2433-414-0001-000-4.

Mayor Linda Hudson called the proceeding to order.

Records Coordinator, Tina Rel confirmed that the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications.
Commissioner Broderick -No
Commissioner Gaines – No

Commissioner Johnson – No
Commissioner Taylor – No
Mayor Hudson – No

Records Coordinator, Tina Rel, swore in those wanting to speak during the Quasi-Judicial hearing and introduced the Ordinance, read by title only, into the record.

Staff Presentation:
Kerry Driver, Senior Planner, presented the review and approval for an innovative site plan application at 4101 Oleander Avenue.

RECOMMENDATION: At the April 14, 2025, Planning Board meeting, the board voted unanimously to approve the innovative site plan with the seven (7) conditions: 1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:

a.All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

i.Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

ii.Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance. 2. An updated Environmental Assessment shall be required
3. The project shall have a Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit in place prior to conducting any land clearing operations as the submitted Environmental Assessment indicates that gopher tortoises are present on the site.
4. Prior to development, SFWMD should be contacted for an Environmental Resource Permit is required.
5. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity.
6. A 6-foot sidewalk is required along Oleander Ave.
7. A Site Development Permit is required prior to performing site improvement activities Staff's recommendation is for City Commission to **APPROVE** the innovative site plan with the seven (7) conditions.

Commission Questions of Staff:
The Commission inquired on what defines innovative design, height restriction, zoning and density.
Ms. Driver provided the requirements for the innovative design.
Mr. Freeman commented on the retention of the mature trees and a bio-swell drainage system as an innovative design, the project complies with current zoning height, zoning and future land use variations.

Applicant Questions of Staff:
Rebecca Grohall, MBV, had no questions of staff but thanked them for their assistance in maneuvering the new application process.

Questions of the Applicant:
Commissioner Broderick inquired how far back the structure sits from Oleander Road, and what is north of the proposed project,
Ms. Grohall provided the requested information and properties adjacent to the proposed property.

Mayor Hudson opened the public hearing.
Jean Woodard
Ronna Perry
Mayor Hudson closed the public hearing.

Ms. Grohall addressed the questions posed during the public hearing.

Commission Discussion:
The Commission discussed the compatibility concerns as a four-story structure, and the innovative nature of the proposed project.
Commissioner Taylor commented on the exclusion of the sidewalk.
Mr. Freeman commented on the sidewalk and payment in lieu. This has been Staff's position.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the innovative site plan application with seven conditions.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson
NAY: Commissioner Michael Broderick, Commissioner James Taylor
Passed

d. Quasi-Judicial Hearing - Review and approval of a major site plan for a project known as The District for the development of 18,000 square feet of office / flex space located south of Okeechobee Road and west of McNeil Road in Fort Pierce. Parcel ID(s): 2419-241-0001-010-7 and 2419-244-0035-000-6.

Mayor Linda Hudson called the proceeding to order.

Records Coordinator, Tina Rel confirmed that the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications.
Commissioner Broderick - No
Commissioner Gaines – No
Commissioner Johnson – No
Commissioner Taylor – No
Mayor Hudson – No

Records Coordinator, Tina Rel, swore in those wanting to speak during the Quasi-Judicial hearing and introduced the Ordinance, read by title only, into the record.

Staff Presentation:
Kevin Freeman, Planning Director, presented the review and approval of a major site plan for a project known as The District located south of Okeechobee Road and west of McNeil Road.

RECOMMENDATION:
Staff recommends that the City Commission **APPROVE** the site plan subject to the seven (7) Conditions as noted:

Recommended Conditions of Approval

1. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be undertaken before the issuance of a Building Permit.
2. A General Address Request for the newly created Parcel ID shall be submitted to the Planning Department after completion of the Unity of Title and lot combination.
3. A completion certification by a landscape architect and landscape maintenance agreement shall be submitted and approved by the Planning Department prior to final certificate of occupancy.
4. All signage shall require a sign permit.
5. All other applicable state or federal permits shall be obtained before commencement of the development.
6. Prior to commencement of work on site, the applicant shall confirm with the City’s arborist that the required vegetation removal permit and all tree mitigation has been satisfied.
7. A Sediment and Erosion Control Plan (including areas of sensitive habitat) shall

be submitted and approved by the City Engineer prior to any land clearing activity.

Commission Questions of Staff:
None
Applicant Questions of Staff:
David Baggeett, Haley Ward, had no questions of staff.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Commission Discussion:
Commissioner Broderick commented on the need for this type of product in the City.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve the major site plan with seven conditions.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

e. Quasi-Judicial Hearing - Approval of a Final Plat for Phase 1 of the Savannah Preserve PD. Located at or near the East Side of S US Highway 1 at the intersection of Dickson Drive and lying north of the existing Gator Trace Planned Development. Parcel ID(s): 2427-433-0002-000-1, 2426-333-0015-000-5, 2427-433-0001-000-4 & 2434-121-0001-000-8.

Mayor Linda Hudson called the proceeding to order.

Records Coordinator, Tina Rel confirmed that the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications.
Commissioner Broderick -Yes (Developer representatives)
Commissioner Gaines – Yes (Developer)
Commissioner Johnson – Yes (Developer)
Commissioner Taylor – Yes (Developer)
Mayor Hudson – No

Records Coordinator, Tina Rel, swore in those wanting to speak during the Quasi-Judicial hearing.

Staff Presentation:
Kevin Freeman, Planning Director, presented the Final Plat for Phase 1 of the Savannah Preserve PD. Located on or near the East Side of S US Highway 1 at the intersection of Dickson Drive

RECOMMENDATION:
The proposed Final Plat application adheres to the requirements of the City Land Development Code and the guidelines of the City's Comprehensive Plan. Therefore, Staff recommends that the City Commission **APPROVE** the Final Plat subject to the two (2) conditions:

1. The applicant will supply two (2) Mylars for appropriate signatures prior to the plat being recorded with the St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.
2. Prior to endorsement of the Mylars by the City's reviewing Surveyor, a bond in the amount of the agreed opinion of probable cost is confirmed recieved by City Engineer.

Commission Questions of Staff:
Commissioner Taylor inquired as to the reason for a public hearing on a final plat.
Mr. Freeman commented that the State has amended the plat statute and this will now be an administrative review in the future.

Applicant Questions of Staff:
Robert Raynes, Gunster Law Firm, inquired on the memo within the presentation.

Commission Questions of the Applicant:
John Syful, Brookfield Cultural Land Partners, addressed the neighborhood concerns posed by Commissioner Broderick.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Mayor Linda Hudson to approve the final plat with two conditions.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

13. CITY COMMISSION

14. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

None

15. COMMENTS FROM THE CITY MANAGER

No comments from the City Manager.

16. COMMENTS FROM THE COMMISSION

Commissioner Broderick commented on the "trash trains" as the transfer station is to be moved to West St. Lucie County, attended an annexation summit which included the FPUA, and the upcoming meeting of the Highwaymen Museum Board of Directors.

Commissioner Gaines commented on recent legislature that will affect the City.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Hudson adjourned the meeting at 9:54 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **5. B.**

Meeting Date: 06/16/2025

Re: Approval of the Minutes of the June 02, 2025 Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes of the June 02, 2025 Regular Meeting.

Attachments

06.02.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 06/06/2025 03:23 PM

Final Approval Date: 06/06/2025

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, June 02, 2025.

1. CALL TO ORDER

Mayor Hudson called the June 02, 2025 Regular Meeting of the City Commission to order at 5:05 P.M

2. **OPENING PRAYER -** Pastor Jose Martinez with Jesus is King Church, Inc.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Mayor Linda Hudson; Commissioner James Taylor

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

5. APPROVAL OF MINUTES

a. Approval of the Minutes of the May 19, 2025 Special Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the May 19, 2025 Special Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

6. **PROCLAMATIONS**

a. National Garden Week

7. **LETTERS TO COMMISSION**

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the agenda as set.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

No public comments.

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval and acceptance of the Florida Department of Law Enforcement (FDLE) FY23 – Project Safe Neighborhoods – Southern District of Florida (PSS) Grant Program, award number W1002 in the amount of $181,338 to be used to purchase specialized equipment, overtime for officers and mentors participating in Operation Cease Fire through the Courageous Kids Program and R.I.C.H. House, along with overtime for civilian staff of the Police Department assigned to assist the officers and mentors.

b. Approval of the Florida Department of Law Enforcement (FDLE) FY23 JAG - Countywide Grant Award Agreement in the amount of $34,041.67

c. Approval of the Amendment to the grant agreement between the State of Florida, the Department of State and the City of Fort Pierce extending the grant period for the Highwaymen Museum project to December 31, 2025.

d. Approval of letter of support on behalf of the Treasure Coast Food Bank in their submission of a T-Mobile Hometown Grant for their Food Distribution Center.

e. Acceptance of the St. Lucie County Regional Resilience Vulnerability Assessment Final Report.

f. Approval of Amendment No. 1 to Agreement No. 24PLN31 for the City of Fort Pierce Comprehensive Vulnerability Assessment FDEP Resilient Florida Grant Agreement in the amount of $159,665.00.

g. Approval of expenditure from the City Commission to use funds from the Law Enforcement Trust Fund, not to exceed $24,000 to purchase needed safety equipment for Officers.

h. Approval of Kimley-Horn and Associates, Inc. Specific Authorization No. 10 for the City of Fort Pierce Comprehensive Vulnerability Assessment FDEP Resilient Florida Grant Agreement in the amount not to exceed $159,665.00.

i. Approval of Second Amendment to the Amended and Restated MOU for the Smart City Initiative with FPUA.

j. Approval of Increase of Purchase Order No.250544 - Jack Hammer Audio from $50,000 to $80,000 for monthly sound equipment rental at the Sunrise Theatre.

k. Approval of expenditure of Building Department funds in the amount of $153,000.00 to renew the Forerunner Software proposal for a three (3) year term.

l. Approval of the Fort Pierce Youth Council's recommendations for the recipients of the City of Fort Pierce Youth Award: Hollice Fortune, Humanitarian Award; Jose Hernandez, Student Athlete Award; and Milan Taylor, Visionary Award - Students will be recognized at a future City Commission meeting.

Commissioner Johnson pulled item 11c.
Commissioner Gaines pulled item 11i.
Commissioner Broderick pulled item 11j.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve items 11a, 11b, 11d-11h, 11k and 11l of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

As to item 11c
Commissioner Johnson expressed his concerns with the progress and timeline of funding purchase/change orders, the progress of the project, and final inspections.

The Commission discussed the quality of the windows, dumpster enclosure, and second floor leveling funding and clarification of processes.

Audria Moore, Special Projects Coordinator, provided a progress update on the Highwaymen Museum including change orders 13-16, which are currently under review by the City Attorney's office. Additionally, Ms. Moore elaborated on confirmation from Paul Thomas, Building Official, that the current windows are high impact windows, and failure of the final inspection which extends the completion timeline.

Mark Zrallack, City Engineer, provided an update on change order 6 as a proposal was provided by the vendor that was unsatisfactory. It was rebid, and is now satisfactory.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve item 11c on the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

Commissioner Gaines pulled item 11i in error.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve item 11i of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

As to item 11j.
Commissioner Broderick inquired on the background, purchase and or lease options, and requested a lease to own option for review and approval.

Holland Ryan, Sunrise Theatre, explained that the increase is due to equipment failure and that a lease to own option has been requested which would include the fees that have been paid to current.

Commissioner Johnson inquired on the increase of thirty thousand, is interested in learning more about the operations, and how this is being funded.

Mr. Holland clarified that the increase is to the fiscal year.

Richard Chess, City Manager, commented that an update could return to capital equipment.

City Attorney, Sara Hedges, suggested that this item be pulled and readdressed at the next meeting so that it can be reviewed.

The Commission inquired of Ms. Hedges the proper level of solicitation and the timeline of the RFP.

Ms. Hedges clarified the proper level of solicitation and that the RFP will come back before the Commission in July.

Shyanne Harnage, Community and Economic Development Director, commented that the RFP is closed, and the evaluation committee is meeting to evaluate the proposal or request presentation.

Commissioner Taylor inquired as to how the item made it before the Commission without multiple bids.

Ms. Hedges commented that this will be reviewed.

Mr. Chess commented on tabling the item.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick requested that the item be pulled for staff review.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

Commissioner Broderick inquired on the transfer of ownership to the FPRA.

Ms. Harnage provided an update including an issue with the survey which had to be addressed.

The Mayor inquired as to the reason for the transfer.

Ms. Harnage commented on the reason for the transfer, the open RFP, and getting the process completed with the City Attorney's office.

12. PUBLIC HEARINGS

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

a. Quasi-Judicial Hearing - Review and Approval of an application for a Major Site Plan (Development Review & Design Review) by property owner, Mehul Patel, and representative, PHMI WS Fort Pierce LLC, to construct a four-story, one-hundred and twenty-two (122) room hotel, grossing approximately 48,100 square feet with associated site improvements, located at 2480 South Jenkins Road in Fort Pierce, FL, more specifically located at Parcel Control Number: 2419-232-0003-000-6.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings.

Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed that the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications.
Commissioner Broderick - No
Commissioner Gaines – No
Commissioner Johnson – No
Commissioner Taylor – No
Mayor Hudson – No

City Clerk, Linda Cox, swore in those wanting to speak during the Quasi-Judicial hearing.

Staff Presentation:
Vennis Gilmore, Senior Planner, presented the review and approval of an application for a Major Site Plan at 2480 South Jenkins Road.

The proposed Major Site Plan Amendment (Development) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following conditions:

1. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
2. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
4. Install a landscaped area around the proposed monument sign base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges, or similar vegetative materials.
5. Update the dumpster enclosure to the current standards by the Solid Waste Department which includes a pedestrian entrance.
6. Install a concrete, wood, or vinyl fence to buffer from the residential uses to the north and east.
7. Install a streetscape improvement such as tables or benches around or near the stormwater pond area or an outdoor recreation area.

Commission Questions of Staff:

Commissioner Broderick inquired on the out parcel and the parking ratio meeting City standards.

Mr. Gilmore commented on the parcel and clarified that the parking ratio meets City standards.

Applicant Questions of Staff:
Nelson Mojarena, Civil Engineer, Woolpert, had no questions of staff but commented on the type of fence being vinyl.

Kevin Freeman, Planning Director, commented that the fence is to protect the visual aspect.

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Commission Discussion:
Commissioner Taylor recommended the inclusion of opaque fencing as an additional condition.

Commissioner Broderick commented on Jenkins Rd, a County road, and the need for road improvements.

Commissioner Johnson commented that the improvements are scheduled to occur over the next five years and requested a sequence of projects approved on or near Jenkins Road that can be provided to the TPO for review.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the site plan application with the (7) seven conditions and the addition of opaque fencing.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

13. CITY COMMISSION

a. Resolution 25-R43 appointing Clarice Jean as an at-large member of the Fort Pierce Youth Council.

RESOLUTION NO. 25-R43
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE YOUTH ADVISORY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 25-R43 appointing Clarice Jean as an at-large member of the Fort Pierce Youth Council.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

b. Resolution 25-R44 appointing Allyson Mendez as Commissioner Gaines' appointee to the Board of Adjustment.

RESOLUTION NO. 25-R44
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT, PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution No.25-R44 appointing Allyson Mendez as Commissioner Gaines' appointee to the Board of Adjustment.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

14. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

Sandra Ruiz

15. COMMENTS FROM THE CITY MANAGER

a. Reports

City Manager, Richard Chess, provided an update on Chief of Police recruitment, including vendor selection and a timeline.

City Clerk, Linda Cox - No comments

City Attorney, Sara Hedges - No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines commented on the youth council and local clean up this weekend.

Commissioner Taylor commented on the parking lot next to the Manatee Center and attendance reports of Keep Fort Pierce Beautiful.

Commissioner Johnson commented on the Highwaymen project and better policies and procedures and the dedication of the new fire station.

Commissioner Broderick commented on the Indian River parking lot, the need for additional parking, better policies and procedures for RFP's.

Mayor Hudson attended the graduation mass at San Juan Diego church.

A moment of silence to remember Ra'Myl Pierre.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Hudson adjourned the meeting at 6:21 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **6. A.**

Meeting Date: 06/16/2025

Re: Treasure Coast Waterway Clean Up Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Treasure Coast Waterway Clean Up Proclamation

Attachments

Treasure Coast Cleanup Week

Form Review

Form Started By: Latoya Ransom Started On: 05/13/2025 02:36 PM

Final Approval Date: 05/13/2025

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, the State of Florida has been blessed with abundant, diverse, and wondrous natural resources, which include freshwater springs, the Gulf of Mexico, Atlantic Ocean, Everglades and the Treasure Coast's very own Savannas, St. Lucie River, and Indian River Lagoon; and

WHEREAS, the Indian River Lagoon, St. Lucie River and their many tributaries are an important part of what makes the Treasure Coast special, providing numerous habitats to our plants and wildlife, the basis for commerce and tourism, countless recreational opportunities and a source of inspiration and awe; and

WHEREAS, our growing population and poor behaviors have negatively impacted the health of our waterways in many ways, including one that is hard to miss -litter, tons of garbage litter our waterways and shorelines; and

WHEREAS, many citizens of the Treasure Coast have come together to do something about it, to clean our waterways as part of a larger effort to protect our quality of life and save our rivers; and

WHEREAS, the 18th Treasure Coast Waterway Cleanup will be held on July 26, 2025, thanks to the hard work and dedication of the Marine Industry Association of the Treasure Coast, Inc. in conjunction with the Florida Navigation District, sponsors, and thousands of volunteers; and

WHEREAS, the City cannot honor the commitment without continuing to fight for better water quality within our local waterways**.**

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of July 19-27, 2025 as:

Treasure Coast Waterway Cleanup Week

in the City of Fort Pierce and encourage all organizations and citizens to join the effort to clean up our waterways and to remember that all litter eventually makes its way to the water.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 16th day of June 2025.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 PM **6. B.**

Meeting Date: 06/16/2025

Re: Youth Award Proclamations Hollice Fortune, Jose Hernandez, and Milan Taylor

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Youth Award Proclamations

Attachments

Hollice Fortune

Jose Hernandez

Milan Taylor

Form Review

Form Started By: Latoya Ransom Started On: 06/03/2025 05:20 PM

Final Approval Date: 06/03/2025

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, the youth in our city are the city's most valuable resources; and

WHEREAS, the Mayor and City Commissioners recognize the future of our community depends upon the young people we raise to handle the affairs of tomorrow; and

WHEREAS, the City of Fort Pierce Youth Award Recognition Program seeks to showcase the achievements of our outstanding and talented youth; and

WHEREAS, Hollice Fortune, a sixth grader at Chester A. Moore K-8, is the recipient of the Humanitarian Award, which recognizes youth who put forth efforts to make their community a better place or are active in local or state government; and

WHEREAS, Hollice is an exceptional young leader, excelling academically and serving her community with dedication. As Class President, Safety Patrol Officer, and Peer Mentor at Chester A. Moore Elementary, she advocates for student concerns and supports her peers. Her passion for service includes aiding the homeless, visiting nursing homes, and uplifting sick children. She is an active member of Girl Scout Troop 42061, the Heroes of Jericho Royal Gems Youth Group, and her church choir. Despite personal hardships, including the loss of her biological parents and overcoming bullying, she has shown remarkable resilience and a determination to succeed, making her a true inspiration.

WHEREAS, Hollice's resilience, leadership, and unwavering commitment to academics and community service make her an inspiring role model, demonstrating strength and compassion in the face of adversity.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby issue this proclamation in recognition of:

Hollice Fortune

and urge our citizens to recognize and celebrate the accomplishments of our youth.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 16th day of June, 2025.

Linda Hudson

MAYOR/COMMISSIONER

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, the youth in our city are the city's most valuable resources; and

WHEREAS, the Mayor and City Commissioners recognize the future of our community depends upon the young people we raise to handle the affairs of tomorrow; and

WHEREAS, the City of Fort Pierce Youth Award Recognition Program seeks to showcase the achievements of our outstanding and talented youth; and

WHEREAS, Jose Hernandez, a tenth grader at Fort Pierce Central High School, is the recipient of the Student Athlete Award, which recognizes youth who show excellence in the classroom through behavior and maintaining grades while also being an athlete; and

WHEREAS, Jose demonstrates excellence in academics, athletics, and community service. Maintaining a 3.5 GPA and earning Honor Roll distinction, he excels in Olympic-style amateur boxing with a 2-2 record, demonstrating resilience and determination as he prepares for the Silver Gloves advancing tournament. Beyond the ring, he is a dedicated community member, assisting with church cleanup efforts and supporting the relocation of his training facility. A steadfast leader, he upholds his values and inspires his peers through his unwavering commitment and exemplary character.

WHEREAS, Jose's dedication to academics, athletics, and community service showcases his resilience, leadership, and unwavering commitment to excellence, making him a true inspiration to those around him.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby issue this proclamation in recognition of:

Jose Hernandez

and urge our citizens to recognize and celebrate the accomplishments of our youth.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 16th day of June, 2025.

Linda Hudson

MAYOR/COMMISSIONER

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, the youth in our city are the city's most valuable resources; and

WHEREAS, the Mayor and City Commissioners recognize the future of our community depends upon the young people we raise to handle the affairs of tomorrow; and

WHEREAS, the City of Fort Pierce Youth Award Recognition Program seeks to showcase the achievements of our outstanding and talented youth; and

WHEREAS, Milan Taylor, a ninth grader at The Lindsay School of the Arts, is the recipient of the Visionary Award, which recognizes youth who have turned creativity and knowledge into an entrepreneurial or economic venture; and

WHEREAS, Milan is a straight-A student who advanced from 7th to 9th grade, demonstrating exceptional academic and entrepreneurial talents. She owns Little Lemons, an award-winning sibling-run lemonade business, and choreographs her own dance performances at local venues. Devoting over 30 hours weekly to dance, she travels internationally to refine both artistic and business skills. As Assistant Dance Captain, a CEO-trained entrepreneur, and a dedicated volunteer with local organizations, she has earned recognition, including the Highest Business Potential Award at the Acton Children's Business Fair. Her leadership inspires her younger siblings, and this summer, she will continue her growth by studying dance history in Italy.

WHEREAS, Milan's dedication to academics, entrepreneurship, and the arts continues to shape her extraordinary journey, inspiring others through her passion, leadership, and unwavering pursuit of excellence.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby issue this proclamation in recognition of:

Milan Taylor

and urge our citizens to recognize and celebrate the accomplishments of our youth.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 16th day of June, 2025.

Linda Hudson

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 PM **7. A.**

Meeting Date: 06/16/2025

Re: Thank You from Elizabeth Bowen

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Thank you card from Elizabeth Bowen expressing her family's deep gratitude to the Building Department staff for their professional and supportive assistance in addressing safety concerns, which led to effective action and restored their sense of security at home.

Attachments

Card

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/03/2025 02:46 PM

Form Started By: Jennifer Robinson Started On: 05/30/2025 03:49 PM

Final Approval Date: 06/03/2025

AGDZ4C037289A

©AGC, LLC

Klear Building Department Staff

My family would like to thank You all for the friendly, positive and very professional help I recieved in trying to address safety concerns about construction in our Hutchinson Island Atlantic View 1 condo. We didn't feel safe and were quite unsure how to get help. It turned out we're not "city" but we were quickly directed to correct and effective help which resulted in a stop work order that was a great relief assuring us safety in our home. It may be a regular day for ya'll but it meant a lot to us, so thank you and keep up your important work

Elizabeth Bowen

City Commission Regular Meeting - 5:05 PM **11. A.**

Meeting Date: 06/16/2025

Re: Approval of Change Order to increase PO 250166, GT Supplies, Riviera Beach, FL

Submitted For: Jason Atkinson, Director of Public Works, Public Works

SUBJECT:

Approval of an additional $36,000.00 to purchase order PO 250166, GT Supplies, Riviera Beach, FL, for refurbishing dumpsters city-wide.

SUMMARY:

The Commission approved blanket purchase order 250166 on 10/7/2024 for the period of October 1, 2024, through September 30, 2025. The additional funding is needed to sustain the Solid Waste division's needs for dumpster refurbishing services for the remainder of the fiscal year.

RECOMMENDATION:

The Public Works Department recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 25

Account: 4024200534900

Amount: $36,000

FISCAL IMPACT:

This amount will come from the Solid Waste account 4024200-534900.

Attachments

OUTSTANDING INVOICES

Form Review

Inbox	Reviewed By	Date

Finance Department	Johnna Morris	05/27/2025 11:08 AM
City Manager	Richard Chess	05/27/2025 08:12 PM
Form Started By: Tanya White		Started On: 05/02/2025 04:45 PM
Final Approval Date: 05/27/2025		

GT Supplies, Inc.
Riviera Beach, FL 33407

Invoice

Date	Invoice #
4/23/2025	53146

Bill To

City of Fort Pierce
PO Box 1480
52 Savannah Rd
Ft Pierce, FL 34954

RECEIVED
APR 25 2025
By

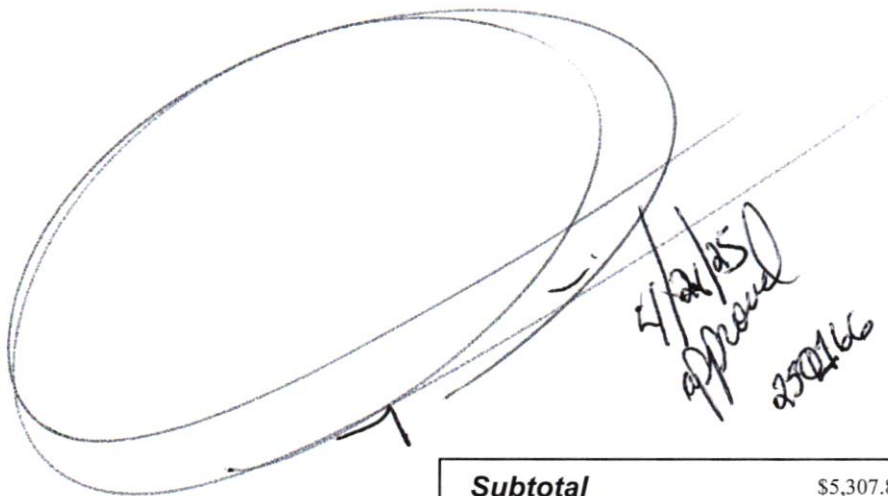
Ship To

City of Fort Pierce
52 Savannah Rd
Ft Pierce, FL 34954

PO# 250166

P.O. #	250166	Terms	Net 30

Item	Description	Qty	Rate	Amount
G2Y	Recondition 2 Yard FL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint	0	338.25	0.00T
G4Y	Recondition 4 Yard FEL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint	6	495.00	2,970.00T
G6Y	Recondition 6 Yard FEL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint	0	605.25	0.00T
G8Y	Recondition 8 Yard FEL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint	2	643.50	1,287.00T
GMR	Major Repair - FEL	2	75.00	150.00T
GL41	Install New Lids	8	44.11	352.88T
IP CP4X4NB	4 x 4 Caster Pad w/ Nut & Bolt	24	3.67	88.08T
S3641REC	36 x 41 40/Sixty Front Load Lid	0	21.88	0.00T
3658REC	36 x 58 40/Sixty Front Load Lid	16	23.75	380.00T
IP ROD75.5	Front Load Lid Rod 75.5 w/P 1/2" Dia	8	9.98	79.84T
Gravity LB Asse...	Gravity Lock Bar Assembly	0	88.00	0.00T



Phone #:	561-881-8101
Fax #:	561-881-8601
E-mail:	admin@gtsupplies.com

Subtotal	$5,307.80
Sales Tax (0.0%)	$0.00
Total	**$5,307.80**

Please make checks payable to: GT Supplies, Inc. 7010 Barbour Rd, Riviera Beach, FL 33407

GT Supplies, Inc.
Riviera Beach, FL 33407

RECEIVED
APR 24 2025
By

Invoice

Date	Invoice #
4/24/2025	53154

Bill To	Ship To
City of Fort Pierce PO Box 1480 52 Savannah Rd Ft Pierce, FL 34954	City of Fort Pierce 52 Savannah Rd Ft Pierce, FL 34954

PO#250166

P.O. #	250166	Terms	Net 30

Item	Description	Qty	Rate	Amount
G2Y	Recondition 2 Yard FL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint	0	338.25	0.00T
G4Y	Recondition 4 Yard FEL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint	4	495.00	1,980.00T
G6Y	Recondition 6 Yard FEL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint	0	605.25	0.00T
G8Y	Recondition 8 Yard FEL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint	3	643.50	1,930.50T
GMR	Major Repair - FEL	1	75.00	75.00T
GL41	Install New Lids	7	44.11	308.77T
IP CP4X4NB	4 x 4 Caster Pad w/ Nut & Bolt	16	3.67	58.72T
S3641REC	36 x 41 40/Sixty Front Load Lid	0	21.88	0.00T
3658REC	36 x 58 40/Sixty Front Load Lid	14	23.75	332.50T
IP ROD75.5	Front Load Lid Rod 75.5 w/P 1/2" Dia	7	9.98	69.86T
Gravity LB Asse...	Gravity Lock Bar Assembly	0	88.00	0.00T

4/24/25
approved
250166

Phone #:	561-881-8101
Fax #:	561-881-8601
E-mail:	admin@gtsupplies.com

Subtotal	$4,755.35
Sales Tax (0.0%)	$0.00
Total	**$4,755.35**

Please make checks payable to: GT Supplies, Inc. 7010 Barbour Rd, Riviera Beach, FL 33407

City Commission Regular Meeting - 5:05 PM **11. B.**

Meeting Date: 06/16/2025

Re: Approval of Change Order to increase PO 250159 for The Tailor Group, Fort Pierce, FL

Submitted For: Jason Atkinson, Director of Public Works, Public Works

SUBJECT:

Approval of an additional $35,000.00 to purchase order 250159 with The Tailor Group, Fort Pierce, FL for public restroom cleanings city-wide.

SUMMARY:

The Commission approved blanket purchase order 250159 with The Tailor Group, Fort Pierce, FL, for public restroom cleanings city-wide (BID No 2021-019 approved FY 21) on 10/7/2024 for the period of October 1, 2024, through September 30, 2025. The additional funding is needed to sustain the division's needs for public restroom cleaning services for the remainder of the fiscal year.

RECOMMENDATION:

The Public Works Department recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 0014004-534900

Amount: $35,000.00

FISCAL IMPACT:

This amount will come from the Facilities Maintenance account 0014004-534900.

Attachments

TAILOR GROUP INVOICE

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/27/2025 11:10 AM
City Manager	Richard Chess	05/27/2025 08:14 PM
Form Started By: Tanya White		Started On: 05/02/2025 05:22 PM
Final Approval Date: 05/27/2025		

THE TAILOR GROUP LLC.

905 North 21st Street
Fort Pierce, FL 34950
Phone: (772) 940-1526
Email: thetailorgroup333@gmail.com

INVOICE

Week of: April 25-27, 2025
INVOICE NO: 2021-192
DATE: April 29, 2025

TO:
Rick Stauffer, Fac. Manager
City of Fort Pierce
52 Savannah Road
Fort Pierce, FL 34954
(772) 467-3807/ (772) 359-0511
rstauffer@cityoffortpierce.com

RECEIVED
APR 29 2025
By

PROJECT LOCATION:
City Park Restrooms -
Ref. Bid No. 2021 - 019

PO# 250159

CLEANINGS	DESCRIPTION	Price Per Cleaning	TOTAL AMOUNT 3 days
2 /per day	Rotary Park	$ 30	$ 180.00
2 /per day	Dreamland Park	$ 30	$ 180.00
2 /per day	Pinewood Park	$ 30	$ 180.00
2 /per day	Black Pearl Boat Ramp	$ 30	$ 180.00
2 /per day	South Causeway Park	$ 30	$ 180.00
2 / per day	Jetty Park	$ 30	$ 180.00
2 /per day	South Beach Park	$ 30	$ 180.00
2 /per day	Kimberly Bergalis Park	$ 30	$ 180.00
2 /per day	Jaycee	$ 35	$ 210.00
2 /per day	Surfside Park	$ 30	$ 180.00
2/ per day	Melody Lane (Library)	$ 35	$ 210.00
		TOTAL DUE	$ ✓ 2040.00

Approved
04-30-2025

City Commission Regular Meeting - 5:05 PM **11. C.**

Meeting Date: 06/16/2025

Re: Approval to Award RFP 2025-11 Annual Contract Professional Inspection Services

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval to award RFP 2025-11 for annual contracted Professional Inspection Services to GFA International, Inc. dba Universal Engineering Service of Port St. Lucie, Florida for an amount of up to $100,000.00 annually.

SUMMARY:

In order to maintain excellent customer service, the Building Department issued RFP 2025-11, which was sent to 553 vendors. Eleven (11) vendors requested specifications, and three (3) submitted responses, resulting in a 27.27% response rate. No vendors submitted a "No Bid" response. The selection meeting was held on March 18, 2025. The selection committee evaluated each bid based on the following criteria: experience and ability of the firm; facilities, equipment, and capabilities; quality of the product compared to others in the marketplace; past performance of the primary firm; willingness to meet time and budget requirements; price; and location.
GFA International, Inc. dba Universal Engineering Sciences of Port St. Lucie, Florida, achieved a total score of 272.5 out of 300 points. CAP Governmental Inc. of Coral Gables received 240.5 points, and Willdan Engineering of Orlando received 232.5 points.

RECOMMENDATION:

Staff recommends approval of the award of RFP 2025-11 for an annual contract for Professional Inspection Services to GFA International, Inc. dba Universal Engineering Sciences, for an amount of up to $100,000.00 annually.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Assistant Director of Building

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 4202902-534900
Amount: $100,000.00
OTHER INFORMATION:
4202902-534900 Building Department Contracted Services Fund

Attachments

2025-11 GFA dba Universal Engineering Sciences
2025-11 Evaluation
2025-11 Bid Tabulation Memo
2025-11 Recommended to Award
RFP 2025-011

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	05/22/2025 09:35 AM
City Manager	Richard Chess	05/23/2025 10:37 AM
Finance Department	Karen Logue	06/06/2025 02:16 PM
Finance Department	Jennifer Robinson	06/10/2025 08:49 AM
Form Started By: Coleen Hanson		Started On: 05/20/2025 08:18 AM
Final Approval Date: 06/10/2025		

2025-011: City of Fort Pierce

ANNUAL CONTRACT FOR INSPECTION SERVICES

UES™

Grounded in Excellence

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467- 3102	**RFP No: 2025-012**
Pre-Proposal Conference Date: **N/A**	**RFP Title: ANNUAL CONTRACT FOR PLAN REVIEW SERVICES**
Pre-Proposal Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, TUESDAY, JANUARY 21, 2025**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: GFA International, Inc. dba Universal Engineering Sciences **Mailing Address:** 607 NW Commodity Cove	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X** _____ **Authorized Signature (Manual)**
City, State, Zip Code: Port St. Lucie, FL 34986	**Typed or Printed Name:** Thomas Montano, PE
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** Branch Manager
Incorporated in the State of: FL **Year:** 1988	**Delivery in** _____**days, ARO**
Phone Number:(772) 924-3575	**Payment Terms: Net 30 Days**
Fax Number: (772) 924-3580	**FEIN or SS Number:** 65-0874962
E-Mail Address:tmontano@teamues.com	**Local Business:** X **Y** ___**N** **MWBE:** ___**Y** X **N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

TABLE OF CONTENTS

SECTION 1: TRANSMITTAL LETTER 4

SECTION 2: ADDENDA ACKNOWLEDGMENT 7

SECTION 3: BUSINESS REQUIREMENTS 9
A. W-9 Form 10
B. Business License 11

SECTION 4: QUALIFICATIONS/EXPERIENCE 12
A. Ability and Experience - Similar Services 13
B. Similar Experience 17
C. Firm Licensing 18
D. Personnel Licensing 21

SECTION 5: REFERENCES 36

SECTION 6: COST PROPOSAL 38

SECTION 7: ADDITIONAL DATA 40
City of Fort Pierce Proposal Checklist 41
Drug-Free Workplace Form 42
Certificate of Insurance 43
Business Tax License 44
Minority Participation and Outreach Program 45

SECTION 1:

TRANSMITTAL LETTER

Date: January 16, 2025

Attention: City of Fort Pierce
Purchasing Division - Room 101
100 North U.S. #1 - 1st Floor
Ft. Pierce, FL 34950

Reference: 2025-011 Annual Contract for Inspection Services

Dear Committee Members:

GFA International, Inc. dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to RFP 2025-011 Annual Contract for Inspection Services. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute said scope. We have served Fort Pierce clientele in a variety of ways for many years, and we are eager to build upon our relationship in support of the City of Fort Pierce' needs and vision.

Our St. Lucie office is staffed with dedicated professionals familiar with the region's geographic conditions, state, county, and city regulations and who have developed strong working relationships with local specialized sub-consultants and vendors.

Our team has decades of experience providing expert inspection services for clientele and complex projects of all sizes, including municipalities similar to the City of Fort Pierce. Clients we have provided these services to include the City of Boynton Beach, The School Board of Palm Beach County, City of West Palm Beach, Town of Jupiter, and Indian River. Our team's technical expertise and specialized training, a fleet of equipment, and broad scope of capabilities have assisted our clients in finding solutions to complex and difficult challenges on various projects.

We understand that the selected firm must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing inspections, plan reviews, and code compliance, in accordance with Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards. The individuals performing these duties must possess valid licenses that are in good standing with the Department of Business and Professional Regulation. We also understand that this contract requires licensure in all disciplines inspection personnel will inspect.

Our mission is to provide the City of Fort Pierce with cost-effective, efficient, and accurate Inspection Services. Integrity is the keystone of our business relationship with all of our clients.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

AUTHORIZED REPRESENTATIVES/VENDOR SERVICE REPRESENTATIVES

Tom Montano, PE
Port St. Lucie Branch Manager
607 NW Commodity Cove
Port St. Lucie, FL 34986
P: (772) 924-3575
E: tmontano@teamues.com

Matthew Chaney, BN
Port St. Lucie Building Inspections Dept. Manager
607 NW Commodity Cove
Port St. Lucie, FL 34986
P: (772) 924-3575
E: mchaney@teamues.com

Matthew Chaney will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. Matthew will be involved in ensuring reviews are performed according to the scope of services and in developing the budget for each.

Our Port St. Lucie office has a network of support from our other South Florida offices, including Miami, West Palm Beach, and Clewiston. With multiple branch offices located near the City of Fort Pierce, UES is uniquely positioned to draw from a large pool of resources, skill sets, and capabilities in order to provide superior geotechnical services required under this contract.

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. This Request for Proposal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP. UES attests that the information provided in this RFP response is complete, current, and factual.

Our team is ready to serve as an extension of your staff, and we will represent the City of Fort Pierce in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals. Many of our staff have been with the company for 10 years or more. An unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to working with the City of Fort Pierce and providing reliable plan reviews throughout this contract and beyond. If you need to contact us for any reason, please feel free to contact the undersigned.

Respectfully,
GFA International, Inc., dba Universal Engineering Sciences

Tom Montano, PE -
Port St. Lucie Branch Manager
(772) 924-3575
tmontano@teamues.com
607 NW Commodity Cove
Port St. Lucie, FL 34986

SECTION 2:

ADDENDA ACKNOWLEDGMENT

AS OF THE SUBMISSION DATE, UES ACKNOWLEDGES THAT THE CITY HAS NOT ISSUED ANY ADDENDA FOR THIS OPPORTUNITY.

SECTION 3:
BUSINESS REQUIREMENTS

A. W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

GFA International, Inc.

2 Business name/disregarded entity name, if different from above.

DBA Universal Engineering Sciences

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) N/A

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

3532 Maggie Blvd

6 City, state, and ZIP code

Orlando, FL 32811

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

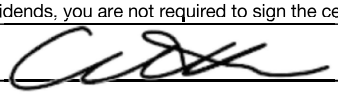
6	5	–	0	8	7	4	9	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date 01/02/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

B. BUSINESS LICENSE

LICENSEE DETAILS *4:00:39 PM 10/13/202*

Licensee Information

Name:	**GFA INTERNATIONAL, INC.** (Primary Name) **UNIVERSAL ENGINEERING SCIENCES** (DBA Name)
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

SECTION 4:

QUALIFICATIONS/ EXPERIENCE

A. UES' ABILITY AND EXPERIENCE IN PROVIDING SIMILAR SERVICES

UES is well-versed in the Florida statutory code compliance nuances and has over 20+ years of experience in providing both private provider code compliance services and city/county building department services.

With a growing demand for construction plans review and inspection services, UES has become the most reliable, cost-effective resource for government extension assistance. We provide expert assistance to our municipal clients to help them improve their level of service to the community while simultaneously reducing their operational cost.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, as well as Florida Building Code Chapters 18 and 134, and can ensure compliance with local, state, and federal codes as well as the City building safety staff any other applicable Chapters of the County Planning and Development Department's codes and ordinances.

Our professional staff consists of multi-certified professionals who meet, and in most cases, surpass the minimum requirements as stated in the RFP with regards to education, certifications, and experience.

We understand that we will be providing Building Official Services for the City of Fort Pierce. All of our building officials are State of Florida Certificated as a Building Code Administrators and many hold several other certifications such as those for fire and electrical.

INSPECTION CREDENTIALS:

- Master Code Professional (International Code Council)
- Certified Building Official (International Code Council)
- Certified Building Official (Council of American Building Officials)
- Code Enforcement and Administration Professional (Southern Building Code Congress International)

UES IS CAPABLE OF PROVIDING THE FOLLOWING BUILDING CODE SERVICES:

- Inspection and Plan Review Services
- Quality Assurance Services
- Punchlist Origination Services
- Threshold/Balcony Inspection Services
- Due Diligence/ Property Condition Assessment Services
- Window Testing
- Blower Door Testing
- Stucco Evaluations
- Photometric Studies
- Green Building Evaluation
- Sound Measurements

Once a UES inspector is approved by the City and assigned a task, they will report for work and remain available to perform inspection duties during regular business hours or as otherwise required. UES personnel will report directly to the City Building Official or their designee, and personnel changes will not occur without the City's prior written consent.

Upon receiving assignments, UES inspectors will conduct residential and commercial inspections to ensure compliance with the Florida Building Code, State Statutes, and local codes and ordinances. Inspection services will cover both residential and commercial environments within the City. Inspectors will provide written comments for any non-compliance issues, referencing applicable codes and regulations.

UES inspectors will generate written inspection reports using the City's designated inspection forms and log daily inspection results and hours worked in the City's permitting tracking system. All deficiencies identified will include proper code citations, as required by Florida Statutes. Certified staff will also communicate with contractors, architects, engineers, and citizens regarding construction projects, code questions, and other concerns.

All UES inspectors are equipped with late-model vehicles outfitted with mobile computing solutions featuring the latest hardware and software upgrades. This setup enhances communication capabilities, enabling inspectors to deliver real-time inspection results and relevant documentation directly from the field. Each inspector is also provided with a smartphone, and contact information, including phone numbers, is shared with municipal partners and customers for seamless communication.

UES inspectors prioritize clear and concise documentation for all inspections. They prepare correction notices, hold office hours, respond to inquiries via phone, and provide field assistance as needed by the jurisdiction. Our team is committed to delivering a level of service that mirrors the quality and professionalism of your jurisdiction's own staff.

INSPECTIONS AND RECORD KEEPING

UES' Inspection staff, upon notification from the permit holder or representing agent, shall make or cause to make, the inspections required by the Florida Building Code; and shall either approve that portion of the work completed, or shall notify the permit holder or representing agent, wherein the same fails to comply by providing a written notice of the violation of the code, and/or corrections ordered. UES will be responsible for producing and signing a fully completed inspection report form indicating whether the inspection passed or failed. UES will post this form at the project site.

UES will turn over a complete set of all assigned and completed inspections along with the certificate of occupancy once approved by the building official. UES will also maintain a copy of all project documents for seven years after project close out.

MUNICIPAL SUPPORT

UES provides hundreds of municipalities throughout the United States with cost-effective and timely solutions for their professional engineering needs. As a well-established and rapidly growing firm, we deliver comprehensive and integrated services, extensive technical expertise, and a commitment to completing projects on time and within budget. UES conducts training and mentoring throughout the year to ensure that this concept is followed by appropriate actions. Hiring professional, reliable staff is the base to providing exceptional service.

We take pride in providing exceptional service to our customers. Our staff has the necessary training, education, tools, and equipment to perform the services under this contract including professional logoed uniforms.

It is UES' obligation to be cost conscious in meeting our clients' needs. We are responsive to those needs without compromising the integrity of our work and have developed an effective process of partnering with our clients throughout the term of our contracts. It is our mission to communicate with our clients before and during the work to come to mutually agreeable terms. We intend to provide the City with a level of comfort knowing that UES views cost management as a critical concern.

UES maintains full management control over the scheduling and quality of our work. Should a problem arise, we would urge your representative to contact our Senior Management and/or Principals for immediate resolution.

You can be assured that if selected for this contract, UES will provide The City with exceptional service.

The preceding process outlines the proposed approach to comply with the scope of services contained in this RFP. UES will maintain quality services to The City through stringent permitting and inspection methodologies and effective customer service programs.

RESOURCES

Our firm offers a highly qualified team of licensed Building Officials, Inspectors, and Plans Examiners, supported by advanced equipment, software, and materials. We assign work based on team member expertise and project needs, ensuring the right personnel are allocated for each task. Our team includes specialists in structural, roofing, plumbing, electrical, gas, fire prevention, mechanical systems, accessibility, and energy compliance. We maintain a high level of service through well-established procedures, regular training, and stringent quality control protocols to meet Florida's regulatory standards.

With 19 locations throughout Florida, UES is capable of performing services for a range of clientele and locations.

Our South Florida locations boast immensely qualified staff, including a Lead Special Inspector with more than three decades of experience, as well as:

- 9 Florida Registered Professional Engineers
- 7 Engineering Interns
- 3 Special Inspectors for Threshold Buildings
- 5 Florida Licensed Building Officials
- 3 ICC Master Code Professionals
- 11 Florida Licensed Plan Reviewers
- 23 Florida Licensed Building Inspectors

FACILITIES EQUIPMENT AND CAPABILITIES

GADGET SOFTWARE

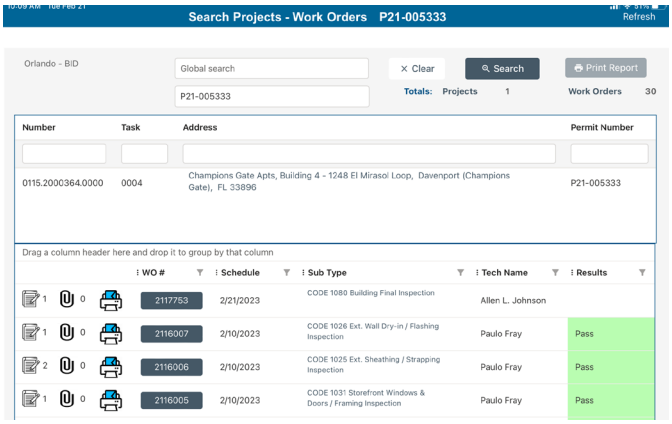
UES' Building Inspections Department utilizes Gadget software. Before this, UES personnel produced paper reports at each establishment and mailed them to the clientele. The department has now streamlined its processes, providing inspectors with iPads equipped with the Gadget inspections application. This software allows our inspectors to upload their schedules automatically and adjust them in real time (adding inspections and recording cancellations).

The Gadget program also features maps and directions to each location. It connects to the iPad camera, enabling inspectors to add onsite photos to any report.

The Gadget program also allows staff to add RFI documentation or DesignPro letters to their reports. Although inspection teams provide handwritten reports onsite (as an extra level of organization for the contractor), they can submit them to the office immediately. The instant upload feature reduces the need for reporting typed by administrative staff and speeds up report turnaround times.

UES can and will use the City's Software when necessary.

The Gadget program will also allow contractors access through a dedicated portal. There, they may schedule whatever services are needed anytime, eliminating the need for emails or phone calls. The Gadget program is just one feature of the technological revolution in architecture, engineering, and construction. UES is proud to join the many firms transitioning to this technology, with Gadget as a catalyst to streamline the flow of information for our inspection staff.



COMMUNICATION

As noted, our inspectors are all equipped with late-model vehicles equipped with a mobile computing solution with the latest upgrades in hardware and software. This setup provides staff with enhanced communication abilities. The mobile system allows the inspector to provide accurate time inspection results and other documents in the field. In addition, every employee has a smartphone. The cell phone numbers are shared with our municipal partners and our customers as well.

SUSTAINABILITY INITIATIVE

UES expresses our commitment to corporate social responsibility by encouraging and implementing sustainable practices, decisions, and recommendations among our employees and daily operations. Our sustainable practices incorporate programs to conserve natural resources and reduce environmental impact, while increasing employee awareness. These actions are rooted in our belief that sound environmental stewardship benefits our communities, employees, clients, and company.

THE FLEET

UES prides itself on providing the most timely, economical services possible to our clients.

Our ability to mobilize to a project and quickly deliver an accurate and comprehensive report is unmatched in the industry.

Through a series of combined measures, we have reduced fleet gasoline consumption and greenhouse gas emissions.

The following practices reduce our fleet's environmental impact:

- GPS technology in more than half of our service vehicles, which allows us to monitor and reduce miles driven
- Overall program of regular vehicle maintenance and replacement, vehicle-mix modification, and continual fleet updating to stay current on safety and performance features
- "Right-sizing" vehicles to actual need to help ensure a better blend of smaller, more efficient vehicles. For example, UES now uses more fuel-efficient vehicles rather than larger trucks.

WILLINGNESS AND ABILITY TO MEET TIME AND BUDGET REQUIREMENTS

The project team presented in this proposal, including our field personnel, are committed to being available to serve the City of Fort Pierce whenever called upon. This City of Fort Pierce contract will be assigned a high priority. Our team will function as an extension of the organization. We will safely complete every assignment with outstanding performance while maintaining our budget and high-quality standards to earn your trust.

UES will treat the City of Fort Pierce as a most-favored customer. We will prioritize ourselves managerially and fiscally for your staff and this project.

Based on our current and projected workload, we have the manpower and equipment to increase our current workload volume by fifteen percent. Due to the nature of our inspection services, many of our projects vary in duration, typically ranging from two to four weeks. We have allocated additional field personnel and office support staff to ensure all of our assignments are completed promptly. We pride ourselves in completing assignments safely, within budget, and on time with the appropriate resources.

We can immediately staff projects full-time and have personnel available for "will call" or intermittent assignments. UES further asserts that personnel assigned to this project will come from existing resources and that only experienced and well-qualified personnel will be assigned to perform our services.

The assigned staff will be available to begin the specified projects and continue the work on an as-needed basis.

The dedication of the personnel necessary to staff and complete the various tasks on this project will not overload our current technical and management staff capacity.

SCHEDULE DEVELOPMENT

Reasonable schedules will be developed using standard scheduling techniques including a project network with critical path layouts, and milestone planning during development of the project schedules. During performance of the project, we will make real-time comparisons against the planned project schedule to monitor the progress of the project. Variances between the planned versus actual schedule will be closely monitored and investigated to determine if any issues are being encountered.

If issues are encountered, corrective actions will be initiated. When these project cost and/or schedule issues are identified, the contract manager will characterize the extent of the issue and devise contingency plans as appropriate, such as:

- Direct the allocation of additional resources as necessary to accomplish the work in a timely, cost-effective fashion
- Analyze the schedule logic for a change in sequence of work elements to maintain milestone dates (i.e., expedite up-coming task schedules)
- Establish new dates for task completions/ milestones after consultation and approval

These corrective actions will enable UES to meet established performance goals. UES' network of offices located throughout Florida allow for rapid mobilization to project locations, minimizing travel time. All management and field personnel also have smartphones, allowing for frequent updates during critical work phases. Additionally, our staff have access to laptop computers, enabling implementation of last minute changes to the workscope as necessary.

Our staff strives to develop and drive realistic project schedules for every task we receive.

As thorough as this process is, UES never forgets that many of our clients require expedited services due to tight schedules. Whether it is speed-to-market demands or site viability, UES will waste no time in providing the professional services necessary for the City of Fort Pierce to make decisions based on our results.

UNDERSTANDING THE CITY'S NEEDS

With UES' dedicated inspections staff, the City of Fort Pierce may expect deliverables and reports provided as scheduled.

Additionally, UES is familiar with - and well versed in - providing expedited service to meet time constraints for various situations, such as life safety code upgrades and scheduling/prioritizing of maintenance. We will accommodate the City's scheduling needs, and complete the inspections described in the Scope of Services as the City requires.

B. LISTING OF SIMILAR PROJECTS WITHIN THE PAST 5 YEARS

For this contract, UES has assembled a team of multi-disciplined inspectors, and engineers who offer decades of inspections and building department administration experience. Their collective expertise includes a thorough, complete understanding of Florida's Building Code and other federal, state, and local laws, rules, regulations, directives, codes and ordinances.

Our building officials, plans reviewers and inspectors, and building code specialists have many years of first-hand experience performing these services for local municipal building departments.

Many have witnessed and managed the privatization of their former municipal departments and have recognized the benefits.

Our clients rely on UES to provide continuous, uninterrupted services regardless of vacations, illnesses, increases in workloads, or special projects Due to our large staff pool, UES is able to provide service utilizing in-house permanent staff. UES does not need to utilize subcontractors.

We have performed inspections - and related scopes - for municipalities throughout South Florida, including those noted below:

Client/Project	Scope/Description	Term of Agreement
Martin County	Municipal support continuing contract: plans review and building inspections	Ongoing (2019-present; piggyback from Town of Jupiter)
Indian River County	Municipal support continuing contract: plans review and building inspections	Ongoing (2019-present)
St. Lucie County	Plan Review and Building Inspection Services	2021 - 2022
Town of Jupiter	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	Ongoing (2023-present)
City of Boynton Beach	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	Ongoing (May 2021 - present)
City of West Palm Beach	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	Ongoing
Town of Palm Beach	Plan Review and Building Inspection Services	Ongoing
Oleander Oaks	Plan review, private provider inspections for new home community in Ft. Pierce, FL.	Ongoing (May 2023-present)
Lennar Homes (Bent Creek: Phases 1 and 2)	Plan review, private provider inspections for community of over 100 single-family homes. GFA dba UES is currently aiding the release of the first 30+ homes (part of phase 2).	Ongoing (August 2022-present)
LGI Homes (Celebration Pointe)	Plan review, private provider inspections for community with over 70 single- and multi-family homes. UES is currently assisting the client with the next phase.	Ongoing (2020-present)

C. REQUIRED LICENSES TO PERFORM SERVICES

LICENSEE DETAILS

Licensee Information

Name:	GFA INTERNATIONAL, INC. (Primary Name) UNIVERSAL ENGINEERING SCIENCES (DBA Name)
Main Address:	1215 WALLACE DRIVE DELRAY BEACH Florida 33444
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	4930
Status:	Current
Licensure Date:	02/12/1988
Expires:	

CORPORATE CERTIFICATE OF STATUS

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 20, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2023

Secretary of State

Tracking Number: 7855421186CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

SUNBIZ

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Previous on List | Next on List | Return to List

Fictitious Name Search

Submit

No Filing History

Fictitious Name Detail

Fictitious Name

UNIVERSAL ENGINEERING SCIENCES

Filing Information

Registration Number	G20000159003
Status	ACTIVE
Filed Date	12/15/2020
Expiration Date	12/31/2025
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

1215 WALLACE DRIVE
DELRAY, FL 33444

Owner Information

GFA INTERNATIONAL, INC.
1215 WALLACE DRIVE
DELRAY, FL 33444
FEI/EIN Number: 65-0874962
Document Number: P98000089761

Document Images

12/15/2020 -- Fictitious Name Filing View image in PDF format

D. PERSONNEL LICENSES

Thomas Montano, PE - Branch Manager

Licensee Information

Name:	MONTANO, THOMAS DOMINIC (Primary Name)
Main Address:	6087 DIMOND STREET JUPITER Florida 33458
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	84146
Status:	Current,Active
Licensure Date:	12/16/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/01/2016

Luiz Martinez, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN369 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
RESI, BLDG

MARTINEZ, LUIS ALFREDO
8306 QUITO PLACE
WELLINGTON FL 33414

ISSUED: 01/23/2024

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Matthew R. Chaney, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN7342 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG

CHANEY, MATTHEW RICHMOND
195 RIVER GROVE WAY
WEST PALM BEACH FL 33407

ISSUED: 12/04/2023

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

LICENSEE DETAILS *3:09:35 PM 1/8/2025*

Licensee Information

Name:	MARTINEZ, LUIS ALFREDO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1233
Status:	Current,Active
Licensure Date:	10/16/2001
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Standard Continuing Education Exemption	06/27/2024

Juan Hernandez, PE

Ron DeSantis, Governor — Melanie S. Griffin,Secretary — FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HERNANDEZ, JUAN CARLOS
1924 NW FEDERAL HWY.
APT. 2302
STUART FL 34994

LICENSE NUMBER: PE58638
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

LICENSEE DETAILS *3:09:13 PM 1/8/2025*

Licensee Information

Name:	MARTINEZ, LUIS ALFREDO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX881
Status:	Current,Active
Licensure Date:	04/24/1995
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building Continuing Education Exemption	06/27/2024

Timothy Rowe, BN

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
CELEC, MECH, BLDG

ROWE, TIMOTHY PATRICK
13840 158TH STREET NORTH
JUPITER FL 33478

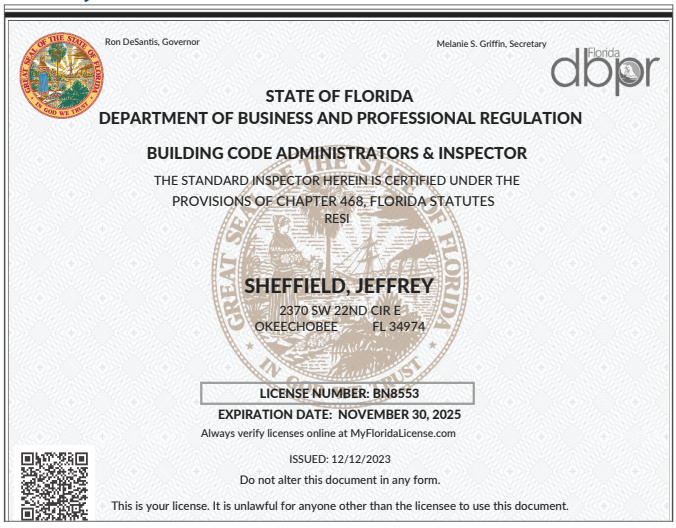
LICENSE NUMBER: BN4350
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/22/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Jeffrey Sheffield, BN



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
RESI

SHEFFIELD, JEFFREY
2370 SW 22ND CIR E
OKEECHOBEE FL 34974

LICENSE NUMBER: BN8553
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/12/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

LICENSEE DETAILS *2:55:28 PM 1/8/2025*

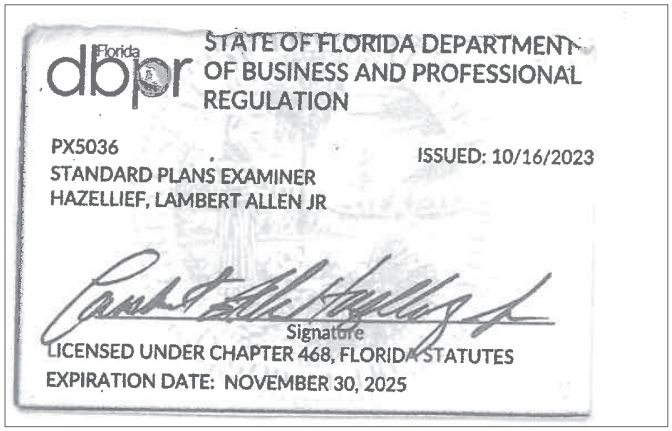
Licensee Information

Name:	**SHEFFIELD, JEFFREY** (Primary Name)
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Roofing Inspector (SRI)**
Rank:	**Std roofing Ins**
License Number:	**SRI197**
Status:	**Current,Active**
Licensure Date:	**01/11/2023**
Expires:	**11/30/2025**

Lambert "Allen" Hazellief, BN



Florida dbpr

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

PX5036
STANDARD PLANS EXAMINER
HAZELLIEF, LAMBERT ALLEN JR

ISSUED: 10/16/2023

Signature

LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2025

LICENSEE DETAILS *3:00:09 PM 1/8/2025*

Licensee Information

Name:	**HAZELLIEF, LAMBERT ALLEN JR** (Primary Name)
Main Address:	**7175 NE 7TH ST** **OKEECHOBEE Florida 34974**
County:	**OKEECHOBEE**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7593**
Status:	**Current,Active**
Licensure Date:	**01/04/2019**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**01/04/2019**
Electrical Inspector	**06/04/2024**

LICENSEE DETAILS *2:58:53 PM 1/8/2025*

Licensee Information

Name:	**HAZELLIEF, LAMBERT ALLEN JR** (Primary Name)
Main Address:	**7175 NE 7TH ST** **OKEECHOBEE Florida 34974**
County:	**OKEECHOBEE**

License Information

License Type:	**Home Inspector**
Rank:	**Home Insp**
License Number:	**HI9895**
Status:	**Current,Active**
Licensure Date:	**10/04/2016**
Expires:	**07/31/2026**

Michael Keenan, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN6687 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG, RESI, CCI, MECH, ELEC

KEENAN, MICHAEL D
6400 BOYNTON BEACH BLVD UNIT 741402
BOYNTON BEACH FL 33474

ISSUED: 10/12/2023

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

LICENSEE DETAILS *3:13:09 PM 1/8/2025*

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3693
Status:	Current,Active
Licensure Date:	02/18/2016
Expires:	11/30/2025

LICENSEE DETAILS *3:13:52 PM 1/8/2025*

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX310
Status:	Current,Active
Licensure Date:	04/09/2019
Expires:	11/30/2025

Robert Bentz, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
ELEC

BENTZ, ROBERT JAMES
12599 SE OLD CYPRESS DRIVE
HOBE SOUND FL 33455

LICENSE NUMBER: BN8031
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Licensee Information

Name:	BENTZ, ROBERT JAMES (Primary Name)
Main Address:	12599 SE OLD CYPRESS DRIVE HOBE SOUND Florida 33455
County:	MARTIN

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4495
Status:	Current,Active
Licensure Date:	08/03/2020
Expires:	11/30/2025

Richard Jefferson, BN, BU, PX

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

THE LIMITED INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

JEFFERSON, RICHARD F
14294 DALIA AVE
FT PIERCE FL 34951

LICENSE NUMBER: IL414
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/07/2025
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

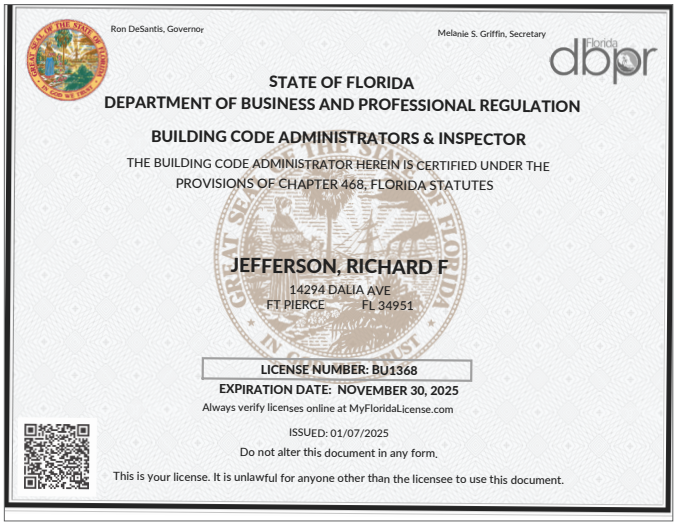
THE LIMITED INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

JEFFERSON, RICHARD F
14294 DALIA AVE
FT PIERCE FL 34951

LICENSE NUMBER: IL414
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/07/2025
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Richard Jefferson, BN, BU, PX



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE BUILDING CODE ADMINISTRATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

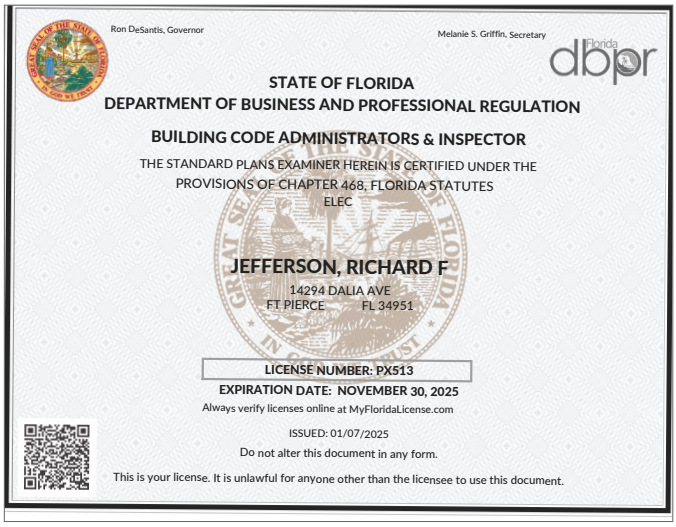
JEFFERSON, RICHARD F
14294 DALIA AVE
FT PIERCE FL 34951

LICENSE NUMBER: BU1368
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/07/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
ELEC

JEFFERSON, RICHARD F
14294 DALIA AVE
FT PIERCE FL 34951

LICENSE NUMBER: PX513
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/07/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Tom Montano, PE

Branch Manager

Tom has over 13 years of experience in the construction industry. As UES' Port St. Lucie Branch Manager, Tom is responsible for overseeing his staff and all the work that is performed from the branch office. He is involved in all aspects of the business, including client relations, project management, scheduling, and training. Tom's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects.

Education

BS, Civil Engineering, Rensselear Polytechnic Institute

Years of Experience

13

Licenses

- Professional Engineer - FL #84146

PROJECT EXPERIENCE

Bent Creek Inspections/Plan Reviews

Fort Pierce, FL

UES is conducting plans reviews and private provider inspections on behalf of Lennar Homes; the community includes over 100 units. The team is currently aiding the release of more than 30 homes as a part of development phase 2. Tom serves as Branch Manager.

Celebration Pointe Inspections/Plan Reviews

Fort Pierce, FL

UES is conducting plans reviews and private provider inspections on behalf of LGI Homes; the community includes 70 single- and multi-family units. The team is currently aiding LGI with the next phase of the project. Tom serves as Branch Manager.

Continuing Contract - Martin County, Florida

Martin County, FL

UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Tom serves as Branch Manager.

Continuing Contract - Town of Jupiter, Florida

Jupiter, FL

GFA dba UES is providing professional building inspections, plan review services, and permit technicians for all town construction projects. Tom serves as Branch Manager.

Continuing Contract - Indian River County, Florida

Indian River County, FL

UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Tom serves as Branch Manager.

Mint Car Wash

West Palm Beach, FL

Under contract with Mint Eco Car Wash, GFA dba UES is conducting private provider inspections for the car wash property at 1890 Palm Beach Lakes Boulevard. Tom serves as Branch Manager.

Matthew R. Chaney, BN

Inspections Department Manager

Mr. Chaney is a licensed Standard Inspector with eight years of experience. He currently manages the Building Inspections Department for UES' Port St. Lucie location. In this capacity, he oversees inspection teams and all inspections performed by the branch. In addition to his expertise in Building Inspections, Matthew is knowledgeable in geotechnical and structural engineering.

Education

BS, Civil Engineering, Florida Atlantic University

Years of Experience

8

Certifications

- Standard Inspector - BN 7342

PROJECT EXPERIENCE

Continuing Contract - Town of Jupiter, FL

Jupiter, FL

UES is providing professional building inspections, plan review services and permit technicians for all town-wide construction projects. Matthew manages UES' Building Inspections Department for this contract.

Continuing Contract - Martin County, FL

Martin County, FL

UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Matthew serves as UES' Building Inspections Department Manager.

Continuing Contract - Indian River County, FL

Indian River County, FL

UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Matthew manages UES' Building Inspections Department.

The Waterclub

North Palm Beach, FL

As an Inspector for the new construction of two, 23-story condominiums, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

FPL Corporate Office

Palm Beach Gardens, FL

A six-story, 270,000 square foot office building with Monitoring w a three story parking garage on a 38 acre site. Our scope of services included Threshold Inspections and Construction Material Testing.

The Bristol Condominium

West Palm Beach, FL

The project is located on the Intracoastal Waterway on the west side of Flagler Drive, just south of the Royal Palm Way Bridge. The project consisted of constructing a 626,016 gross sq. ft., 23-story tower providing 65 residential units, 15 guest suites, amenity spaces, and mechanical equipment floor. In addition, it included two levels of parking, with one level partially below grade providing approximately 192 parking spaces.

5000 N. Ocean

North Palm Beach, FL

As an Inspector for the construction of a 20-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Juan C. Hernandez, PE

Mechanical Inspector

Mr. Hernandez is a State of Florida registered professional engineer who specializes in Mechanical Engineering. Juan has over 30 years of experience in mechanical engineering, and serves in the code compliance division of UES' Port St. Lucie location. He performs mechanical inspections for residential and commercial buildings to ensure compliance with applicable codes.

Years of Experience

30

Licenses

- Professional Engineer - FL #52659

PROJECT EXPERIENCE

Town of Jupiter - Plan Review, Inspections, and Permit Technicians (Continuing Contract)
Jupiter, FL

Under UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all town construction projects, Mr. Hernandez provides mechanical inspections on various residential and commercial structures on an as-needed basis.

City of Fort Pierce - Plan Review and Inspections (Continuing Contract)
Fort Pierce, FL

Mr. Hernandez serves as Mechanical Inspector for UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all citywide construction projects. He provides mechanical inspections on various residential and commercial structures on an as-needed basis.

Village of Indiantown Building Code Administration (Continuing Contract)
Village of Indiantown, FL

UES has a continuing contract with the Village of Indiantown to provide complete Building Code Administration services. Specific services include Building Official, permitting and plan review, and building code inspections for all construction projects within the Village. Mr. Hernandez provides mechanical inspections on various residential and commercial structures as needed.

Timothy Rowe, BN

Special Inspector

Timothy Rowe is a Florida-licensed Standard Inspector with 40 years of experience in general contracting, electrical and the mechanical industry. He is adept in handling the complexities of code compliance in a professional manner, with areas of expertise including quality assurance, building inspection, mechanical inspection, project management, and plans examination.

Years of Experience

40

Licenses

- Standard Inspector - FL #BN4350

PROJECT EXPERIENCE

Villa Vizcaya Apartment Garages

Port St. Lucie, FL

The Villa Vizcaya Apartment Garages contract is ongoing. UES is providing plan reviews for garage structures at the Villa Vizcaya community. Tim serves as a plans reviewer.

Villa Vizcaya Apartments

Port St. Lucie, FL

The Villa Vizcaya Apartments project consisted of 30 two-story apartment buildings. Tim has been involved in the post-tension slab inspections and wood frame buildings. Additionally he performed numerous electrical and mechanical inspections.

Lake Park Industrial

Lake Park, FL

Tim performed all structural inspections for this160,000 SF industrial building. The project was built by Miller Construction Company and involved tunnel form construction.

Westgate Art Storage

West Palm Beach, FL

Tim performed many structural inspections including masonry, steel construction, and conventional steel decks for this 50,000 SF art storage facility built by the Brickel Group.

PRIOR EXPERIENCE

Town of Jupiter

Jupiter, FL

Timothy was the Building Inspector for the Town of Jupiter. His responsibilities included building inspections to ensure compliance with the Town's codes and regulations.

Jeffrey Sheffield, BN

Inspector

Jeffrey serves UES' Port St. Lucie location as an Inspector with 28 years of construction experience. He is a licensed Standard Inspector and Certified Building Contractor. His expertise includes robust knowledge of local building codes as well as residential construction.

Years of Experience

28

Licenses

- Standard Inspector - BN8553
- Certified Building Contractor - CBC1253465
- Certified Roofing Contractor - CCC1330294

PROJECT EXPERIENCE

Surf's Edge at Indian River Shores
Indian River Shores, FL

As consultant to Lutgert Vero, LLC, UES has been contracted to provide construction materials testing for a three-story condominium. Jeffrey serves as a Building Inspector.

Bent Creek
Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES has been contracted to conduct private provider inspections for a subdivision. Jeffrey serves as a Building Inspector.

Blue Sky - Threshold
Fort Pierce, FL

As consultant to Blue McNeilOne, LLC, UES has been contracted to conduct threshold inspections. Jeffrey serves as a Building Inspector.

Jupiter Medical Center Emergency Department Expansion
Jupiter, FL

UES has been contracted to conduct threshold inspections for an emergency department expansion, for Jupiter Medical Center. Jeffrey serves as a Building Inspector.

Bridgewater Estate
Jupiter, FL

UES is performing roofing inspections (as part of facilities condition assessments) for the Bridgewater Estate subdivision. Assessments and inspections are occurring for Pulte Homes. Jeffrey serves as a Building Inspector.

Jupiter Medical Surgical Institute Expansion
Jupiter, FL

UES has been contracted to conduct materials testing for Jupiter Medical Center's expansion of an existing medical surgical institute. Jeffrey serves as a Building Inspector.

Celebration Pointe
Fort Pierce, FL

UES has been contracted to conduct blower door testing for homes within a Fort Pierce subdivision. Work is occurring for LGI Homes of Florida. Jeffrey serves as a Building Inspector.

Lambert (Allen) Hazellief, BN, PX, HI

Building Inspector

With seven years of experience (including Florida licensure as a Home Inspector, Standard Inspector, and Plans Examiner) Allen serves UES Port St. Lucie as a Building Inspector. His expertise includes building codes, regulations, inspections, and plans reviews for residential and commercial projects. He also has experience conducting safe structure and site inspections.

Education

AAS, Renewable Generation -Instrumentation and Control, Bismarck State University

Years of Experience

7

Licenses

- Standard Inspector - FL #BN7593
- Standard Plans Examiner - FL #PX5036
- Home Inspector - FL #HI9895

PROJECT EXPERIENCE

Flowing Well Community - Brighton Seminole Reservation

Okeechobee, FL

Allen completed inspections for new construction of a residential community including 70 homes.

Lakeland Community Center - Lakeland Seminole Reservation

Lakeland, FL

Allen performed inspections for new construction of an administration building and gymnasium.

Lakeland Community - Lakeland Seminole Reservation

Lakeland, FL

Allen performed inspections for new construction of a residential community including 149 homes.

Tampa Hard Rock Casino - Seminole Hard Rock Casino

Tampa, FL

Allen conducted inspections for new construction of a 14-story hotel and parking structure, as well as casino renovations.

Brighton Casino and Hotel - Brighton Seminole Reservation

Okeechobee, FL

Allen completed inspections for new construction of a casino and four-story hotel.

Brighton Ahfachkee School - Brighton Seminole Reservation

Okeechobee, FL

Allen performed inspections for new construction of a cultural center, school buildings, library, and boys and girls' club.

Senior Center - Big Cypress Seminole Reservation

Clewiston, FL

Allen conducted inspections for new construction of a senior center facility on the reservation.

Preschool - Big Cypress Seminole Reservation

Clewiston, FL

Allen conducted inspections for new construction of a preschool on the reservation.

Robert J. Bentz, BN, PX

Electrical Inspector

Robert's industry experience includes over 45 years in electrical construction. He is a licensed Electrical Contractor, and previous owner of an electrical construction firm specializing in residential, multi-family, commercial and Industrial efforts. His expertise includes installing high voltage electrical equipment and distribution components. In addition to Robert's electrical expertise, he holds designations as a Standard Inspector and a Plans Examiner.

Years of Experience

45

Licenses & Certifications

- Standard Inspector - BN8031
- Plans Examiner (Electrical) - PX4495
- Electrical Contractor - EC13006616

PROJECT EXPERIENCE

Bent Creek - Private Provider Inspections

Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES is conducting private provider inspections in the Bent Creek subdivision. Robert serves as Electrical Inspector.

Celebration Pointe - Private Provider Inspections & Plan Review

Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES is conducting private provider inspections and plan reviews. Robert serves as Electrical Inspector.

Tradewinds at Hobe Sound aka Heron Pointe

Hobe Sound, FL

As consultant to The PRC Group Construction, UES is conducting materials testing and inspections. Robert serves as Electrical Inspector.

Lost Tree - Private Provider Inspections

Vero Beach, FL

As consultant to Ryan Homes, UES is conducting private provider inspections for the Lost Tree subdivision. Robert serves as Electrical Inspector.

GFA International, Inc., dba Universal Engineering Sciences

Robert serves UES' Port St. Lucie location as an Electrical Inspector.

Bentz Electrical Consulting (2013-2022)

Robert provided consulting services to owners, contractors, and construction managers. His consulting expertise includes estimating, value engineering, plan reviews, and electrical inspections.

Bentz Electrical Contractor (1971-2013)

As business owner, Robert conducted electrical scopes of work for various environments, including residential, multi-family, commercial and industrial projects. The firm's expertise included installation of high voltage electrical equipment as well as distribution components.

Luis A. Martinez, BN, BU, PX

Building Inspector

Luis' industry experience includes over 39 years in the construction industry. He maintains Florida licensing as a Standard Inspector, Building Code Administrator, and Plans Examiner, and also holds various certifications, including ICC and FEMA disciplines. His repertoire includes serving various municipalities within their respective building departments.

Years of Experience

39

Expertise

- Coordination of FEMA-required Damage Assessment

Licenses

- Standard Inspector - #BN369
- Plans Examiner - #PX881
- Building Code Administrator - BU #1233

Certifications

- ICC - Building Code Official
- ICC - Plumbing Code Official
- ICC - Mechanical Code Official
- ICC - 1&2 Family Residential Inspector
- FEMA (NIMS) Training Certificates (100, 200, 300, 400 and 700 Series)

EMPLOYMENT HISTORY/ PROFESSIONAL EXPERIENCE

GFA International, Inc., dba Universal Engineering Sciences (May 2023-present)

Luis serves UES' Port St. Lucie location as a Building Inspector, Building Code Administrator, and Plans Examiner.

Building Official - Town of Indian River Shores (April 2020-May 2023)

Indian River Shores, FL

As Building Official, Luis planned and directed the regulation and inspection of building construction, electrical, mechanical and plumbing installations; and directed enforcement of related federal, state, and local laws. He participated in technical work reviewing all types of construction drawings, plans, and specifications to ensure compliance with applicable codes and ordinances. He also oversaw inspections prior to the issuance of construction permits, Certificates of Occupancy, and Certificates of Completion. He directed and conducted field inspections to assure compliance with applicable building codes, federal, state, and local laws and rules, and maintained knowledge of code changes affecting building system installations. Further, he reviewed and examined various construction plans covering residential and commercial construction (for compliance with local laws and ordinances, and State and Federal Laws, Statutes, and Codes). Luis also interpreted, explained, and discussed codes and regulations with contractors, design professionals, and homeowners. Additionally, he monitored inspector training and certification records to ensure that all inspectors maintained requisite specialty licenses and required training for license renewal.

Zoning Administrator - City of Anderson, SC (May 2018-March 2020)

Anderson, SC

As Zoning Administrator, Luis was responsible for review and enforcing all City zoning ordinances, engaging with the public to discuss zoning violations, and representing the City on matters of zoning and code enforcement in compliance court. He also collaborated with other departments and public officials to provide zoning interpretations, and assisted in writing staff reports for the Zoning Board of Appeals.

Building Official - City of Lake Worth, FL (May 2018-March 2020)

Lake Worth, FL

While employed by the city of Lake Worth, Luis gained extensive experience as a Building Official, where he provided final interpretations of building codes, statutes, and ordinances, offering guidance to contractors, builders, and the public on compliance with City policies and procedures. He recommended updates and prepared revisions to construction codes to maintain current standards. Luis managed technical and administrative staff, overseeing the enforcement of building codes and business tax certificate regulations. His responsibilities included scheduling and assigning work, monitoring progress, conducting performance evaluations, preparing the division's budget, and ensuring

expenditures were aligned with financial plans. He established operational policies for the Building Services Division, developed regulations for enforcing business tax certificates, and advised the City Manager and Director of Sustainability on matters related to building codes and ordinances. Additionally, Luis worked closely with the City Attorney's Office on legal cases involving code enforcement, served as the City's representative to the Building Board of Adjustment and Appeals, and provided staff support to the board.

Chief Plans Examiner - City of West Palm Beach, FL (July 1998-June 2013)

West Palm Beach, FL

As the city's Chief Plans Examiner, Luis supervised and coordinated a team of up to 12 plans examiners, ensuring the accurate review of blueprints to confirm compliance with applicable codes, laws, ordinances, and standards prior to issuing permits. He interpreted, administered, and enforced the Florida Building Code while effectively communicating with City officials, department directors, building inspectors, property owners, government agencies, private sector stakeholders, and the public regarding plans and code requirements for proposed projects. Luis also directed and implemented Building Department functions for the City of Lake Worth under an interlocal agreement with West Palm Beach. His responsibilities included assisting with business tax and license processing, supervising and supporting Building Permit Clerks, conducting interviews and hiring recommendations, and training new Plans Examiners. Additionally, he performed building inspections when necessary, completed general clerical tasks, and participated in conferences, seminars, workshops, and training sessions to stay updated on industry practices.

Plans Examiner - City of West Palm Beach, FL (October 1994-July 1998)

West Palm Beach, FL

As the city's Plans Examiner, Luis reviewed construction drawings to ensure compliance with applicable building, accessibility, zoning, energy and related codes; issued building permits. He met with designers to discuss interpretations and applications of the building code, and assisted with team projects for other city departments.

Building Inspector - City of West Palm Beach, FL (February 1992-October 1994)

West Palm Beach, FL

As a city Building Inspector, Luis was responsible for conducting inspections of construction, alterations, repair, remodeling or demolition of structures and the installation of building systems, when permits are required to ensure the requirements of the Florida Building Code and public safety statutes and ordinances have been satisfied.

Code Enforcement Supervisor - City of West Palm Beach, FL (January 1990-February 1992)

West Palm Beach, FL

In this role, Luis led and supervised code enforcement teams. He was responsible for investigating complaints about nuisance properties (to determine whether condemnation conditions existed), and wrote and followed up on condemnation orders to be presented for action by the Building Board of Adjustment and Appeals.

Code Enforcement Officer - City of West Palm Beach, FL (March 1988-January 1990)

West Palm Beach, FL

Utilities Customer Service Representative - City of West Palm Beach, FL (October 1986-March 1988)

West Palm Beach, FL

Water Meter Reader - City of West Palm Beach, FL (June 1983-October 1986)

West Palm Beach, FL

Michael Keenan, CBO, BN, BU, PX, RPX

Building Inspector

As a recent addition to UES' Port St. Lucie Building Inspections Department, Mr. Keenan lends nearly four decades of extensive experience in residential and commercial new construction and remodeling projects, with a strong background in plan review and inspection across various disciplines including structural, mechanical, electrical, and plumbing. His expertise extends to a wide range of construction types, including residential, commercial, industrial, schools, fire department buildings, antenna towers, hotels, apartment buildings, marinas, fuel dispensing stations, retail spaces, assisted living facilities, parks and recreation areas, and water treatment facilities. Mr. Keenan also served as an acting building official, where he successfully implemented policy changes within the local government. Additionally, he played a pivotal role in facilitating an interlocal agreement that combined the inspection and plan review services of two municipalities.

Years of Experience

39

Licenses

- Standard Inspector - FL#BN6687
- Standard Plans Examiner - FL#PX3693
- Building Code Administrator - FL#BU2007
- Residential Plans Examiner - FL#RPX310
- Certified General Contractor - FL # CGC1515018

PROJECT EXPERIENCE

Hyatt Hotel
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Boca Raton Regional Hospital
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Boca City Walk
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Gumbo Limbo Nature Center
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Valero Fuel Station
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

McDonalds Restaurant
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Royal Palm Yacht Club
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Toll Brothers
Boca Raton, FL

Mr. Keenan served as the multi-discipline inspector for various projects completed for this national homebuilder.

Bureau Veritas (2021-2023)
Florida

Mr. Keenan served as building inspector 3 for various projects throughout Florida.

City of Boca Raton (2015-2020)
Boca Raton, FL

Mr. Keenan served as building inspector 3.

Richard F. Jefferson, BN, BU, PX

Building Inspector

Richard Jefferson brings 56 years of extensive experience in the construction and building inspection industry. Over his career, he has honed expertise as a Building Inspector, Plans Examiner, and Electrician, making him a well-rounded professional with a deep understanding of building codes, safety regulations, and electrical systems. His vast knowledge and hands-on experience have made him a trusted authority in ensuring the safety, compliance, and quality of construction projects.

Years of Experience

56

Licenses

- Building Inspector - #4236
- Building Code Administrator - #1368
- Electrical Inspector - #910006
- Mechanical Inspector - #562
- Plumbing Inspector - #1264
- Residential Electrical Inspector -#741
- Commercial Electrical Inspector -#358
- Electrical Plans Examiner- #182
- Chief Electrical Code Analyst- #90014
- State of Florida Standard Inspector - #BN-0001164
- State of Florida Standard Plans Examiner - #PX-0000513
- State of Florida Limited Inspector - #0000414

PROJECT EXPERIENCE

Town of Indian River Shores, Indian River County Building Department, Indian River Community College, Indian River Electric

Vero Beach, FL

Mr. Jefferson completed projects as the Town Manager, Building Official, Building Inspector, Plans Examiner, Journeyman and Master Electrician Instructor, and Electrical Supervisor for several Indian River organizations from Jan 1980 to May 2013.

Martin County Building Department

Stuart, FL

Mr. Jefferson served as the Senior Building Technician, Building Inspector, and Plans Examiner for several projects from March 2003 to Feb 2004.

Town of Orchid

Orchid, FL

Mr. Jefferson completed projects as a Building Official, Building Inspector, and Plans Examiner from Feb 1991 to Oct 2003.

Old Colony Construction

Quincy, MA

Mr. Jefferson served as a Construction Superintendent.

SECTION 5:
REFERENCES

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2025-011
ANNUAL CONTRACT FOR INSPECTION SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name Town of Jupiter	**Name** Indian River County - Building Div.
Contact: Roger Held - Building Official	**Contact:** Scott McAdam - Building Official
Address: 210 Military Trail	**Address:** 1801 27th Street, Bldg A
Jupiter, FL 33458	Vero Beach, FL 32960
Telephone: 561-741-2669	**Telephone:** 772-226-1268
Email: rogerh@jupiter.fl.us	**Email:** smcadam@ircgov.com
Name Martin County - Building Department	
Contact: Andrew Bruhn - Assistant Building Official	
Address: 2401 Southeast Monterey Road	
Stuart, FL 34996	
Telephone: 772-320-3070	
Email: abruhn@martin.fl.us	

SECTION 6:

COST PROPOSAL

PROPOSAL PRICING FORM
RFP NO. 2025-011 ~ ANNUAL CONTRACT FOR INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: GFA International, Inc. dba Universal Engineering Sciences for the requested services, in accordance with the agreements and specifications contained in RFP No. 2025-011.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform Inspection services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. FULL TIME INSPECTOR • Perform Inspection services	**BLDG, M,E, or P**	**$ 95 per hour**
		1 + 2 Family	**$ 95 per hour**
		Multi	**$ 95 per hour**
2	• Perform inspection services in excess Of 40 hours per week. • FULL TIME INSPECTOR OVERTIME	**BLDG, M,E, or P 1 + 2 Family**	**$ 95 per hour**
		Multi	**$95 per hour**
			$ 95 per hour
3	• Perform Inspection services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • PART TIME INSPECTOR	**BLDG, M,E, or P**	**$ 95 per hour**
		1 + 2 Family	**$ 95 per hour**
		Multi	**$ 95 per hour**
			$ 95 per hour
4	• Perform Inspection services. • Per Inspector on an as needed basis • AS NEEDED INSPECTOR	**BLDG, M,E, or P 1 + 2 Family**	**$ 95 per hour**
		Multi	**$ 95 per hour**

SECTION 7:

ADDITIONAL DATA

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Did you include a list of all materials and equipment to be used in providing the service?	X	
Is Drug-Free Workplace form signed and enclosed?	X	
Proposal envelope is marked accordingly		X
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals? **Please note: response is being electronically submitted. Disregard, if you are going to utilize the electronic submission option.		X*
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

Thomas Montano, PE - Branch Manager

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that GFA International, Inc. dba Universal Engineering Sciences does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

January 16, 2025

Date

8.1. CERTIFICATE OF INSURANCE

Please see evidence of insurance included herein; if awarded, GFA dba UES will provide a COI compliant with requirements and listing City of Fort Pierce as certificate holder/additional insured.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Greyling COI Specialist
Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): 7706705324 FAX (A/C, No): 770.670.5324 E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Specialty Ins Co	41718
INSURER B : Evanston Insurance Company	35378
INSURER C : Landmark American Insurance Company	33138
INSURER D : Greenwich Insurance Company	22322
INSURER E : Aspen Specialty Insurance Company	10717
INSURER F : Convex Insurance UK Limited	71499

INSURED: UNIVENG
GFA International, Inc.,
DBA Universal Engineering Sciences
1215 Wallace Dr.
Delray Beach FL 33444

COVERAGES **CERTIFICATE NUMBER:** 600628319 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY	Y	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
							Employee Benefits	$ 1,000,000
D A	AUTOMOBILE LIABILITY	Y	Y	RAC9438325 EXT30030240901	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Excess Auto	$ 2,000,000
B C	UMBRELLA LIAB X OCCUR	Y	Y	MKLV2EUE101855 LHA600397	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE	$ 7,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 7,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	RWC3002100	5/1/2024	5/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E F	Excess GL Professional Liab incl. Pollution Liab			CX010NE24 B0146LDUSA2405257	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Per Occ./Aggregate Per Claim Aggregate	$4,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFP #2025-011.
City of Fort Pierce and its members, officials, officers and employees are named as Additional Insureds with respects to General Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Fort Pierce
Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

9. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

CITY OF PORT SAINT LUCIE BUSINESS TAX RECEIPT

PLEASE POST IN CONSPICIOUS PLACE OR KEEP ON PERSON

TERM: 10/01/2024 - 09/30/2025

2024 - 2025

BTR: 127198

Date Made: 7/3/2024

Business Name: UNIVERSAL ENGINEERING SCIENCES

Business Address: 607 NW COMMODITY COVE

PORT ST LUCIE, FL 34986

Business Tax Authority

Business Services:

PROFESSIONAL ENGINEERING FIRM	$134.00
	$134.00

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE

This receipt does not guarantee that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law.

13. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Universal Engineering Sciences is not a Minority Business Enterprise or DBE/SBE/MBE company However, we recognize the importance of minority and local business participation in procurement and completion of projects for the City of Fort Pierce. We strive to include these types of businesses on all projects whenever applicable.

DIVERSITY IN STAFF

As more and more people of different ethnic backgrounds, cultures, religions, ages, physical and mental abilities join the workforce, companies must find ways to incorporate these diverse groups into their organizations. UES is no exception as we recognize that diversity is vital to our success.

The diversity among UES' employees enriches our company with creativity, ideas, different abilities, experiences, and personalities—all contributing to our culture. UES' commitment to developing employee diversity also allows the business to function competitively with our customers, suppliers, and subcontractors.

SOLICITATION

UES recognizes the importance, intention, and value of small business programs. Having performed engineering services for over six decades throughout Florida, we are aware of municipalities' goals to include minority firms in procurement.

When possible, we proactively seek M/WBEs (Minority and Women Business Enterprises), DBEs (Disadvantaged Business Enterprises), and VBEs with the intent to incorporate them into our projects to further support diversity in business and contribute to our community and local economy.

PAST UTILIZATION

UES has 19 offices throughout Florida, each staffed with professionals familiar with the regulations, codes, and business landscapes specific to their regions. Our familiarity includes knowledge of established minority firms with whom we can contract.

We access other resources such as:

- The State of Florida Office of Supplier Diversity (OSD)
- Local professional services and trade organizations such as AIA, ASCE, etc

These resources assist us with identifying certifiable firms and to assess their ability to be pre-qualified and perform work in their area of expertise.

When utilizing diverse subconsultants, we ensure compliance with project/contract requirements in subcontracting by engaging the following measures:

- Obtaining and analyzing proposed MWBE, DBE, and veteran participation during procurement
- Verifying MWBE, DBE, and veteran certifications
- Performing pre-award bid analysis and post-award compliance reviews
- Conducting on-site/field monitoring on projects where there is MWBE, DBE, and veteran participation to determine any concerns and to ensure the MWBE, DBE, and veteran businesses listed are actually working and providing the specified service
- Monitoring MWBE, DBE, and veteran business utilization on each project where a goal has been established
- Resolve any concerns client(s) may have regarding MWBE, LDB and veteran business matters on a contract

Diversity is a concept UES fully embraces, supports, and encourages. We will strive to not only meet any small business requirements defined by our clients, but will seek to surpass them.

teamues.com

RFP NO. 2025-011
ANNUAL CONTRACT FOR INSPECTION SERVICES
CUMULATIVE EVALUATION MATRIX

Respondents	Venetia Barnes	Shaun Coss	Paul Thomas	Total Scores
C.A.P. Government, Inc. *Coral Gables, FL*	82	77.5	81	**240.5**
GFA International, Inc. dba Universal Engineering Sciences *Port St. Lucie, FL*	92	87.5	93	**272.5**
Willdan Engineering *Orlando, FL*	85	72.5	75	**232.5**

CRITERIA	POINTS
Experience and Ability of the Proposed Primary Firm	20
Facilities Equipment and Capabilities	10
Quality of Their Product Compared to Others	5
Past Performance of the Primary Firm	10
Willingness and Ability to Meet Time and Budget Requirements	10
Price	40
Location	5
TOTAL	**100**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Paul Thomas, Building Official**

FROM: **Madison White, Purchasing Agent** *Madison White*

SUBJECT: **RFP No. 2025-011 – Annual Contract for Inspection Services**

DATE: **January 27, 2025**

On December 5, 2024, the Purchasing Division received specifications to go out for bid on the above subject proposal. The proposal was advertised on December 16 and 23, 2024, with a scheduled opening at 3:00 PM on January 16, 2025. Attached is the tabulation sheet for the above referenced proposal and the submittal checklist. A copy of each submittal received will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 553 vendors. Eleven (11) vendors requested specifications with three (3) responding (27.27%) 0 "No Bid" (27.27 % total responses).

Please note that additional forms have been requested from all proposers, as this requirement was not outlined in the original bid document. However, the request for these forms should not hinder you from beginning the evaluation process. The Purchasing Team has reviewed all submissions and has provided an RFP Response Checklist to assist you in evaluating the submittals.

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposals received are responsive to RFP requirements, ranked, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposals.

The members of the Evaluation Committee will need to be identified as well as scheduling of the **initial meeting**. It is my recommendation that a committee of three or five members are selected with you acting as Team Leader. A representative from Purchasing will serve as the Committee Liaison and should be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided copies of each submittal.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **March 17, 2025**, which is the expiration date of the proposal and responses.

/mw
Attachments: Bid Tabulation and Submittal Response Checklist

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**ANNUAL CONTRACT FOR INSPECTION SERVICES**
RFP NUMBER:	**2025-011**
DATE:	**1/16/25**
RECOMMENDED AWARD:	**Pending**

RESPONSE
3 of 11 = 27.27%
0 "No Bids"
Total = 27.27%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR
C.A.P. Government, Inc. *Coral Gables, FL*
GFA International, Inc. dba Universal Engineering Sciences *Port St. Lucie, FL*
Willdan Engineering *Orlando, FL*

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 4.3.25

RECOMMENDATION FOR AWARD

Solicitation No: 2025-011

Solicitation Title: Annual Contract for Inspection Services

Solicitation Advertisement: 12/16/24, 12/23/24

Solicitation Due Date: 1/16/25

Award Authority:
- [x] **City Commission**
- [ ] **City Manager**
- [ ] **Purchasing Manager**
- [ ] **Director of Finance**
- [ ] **Planning Board**
- [ ] **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Karen Murphy, Exec. Asst.

Through: Paul Thomas, CBO, CFM

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: GFA dba Universal Environmental Sciences

Initial Term Amount: $100,000.00

Contract Terms, if applicable: One-year Contract with Two (2) 1-year Renewal Options

Award is based on the following concurrence (s):

Vendor chosen achieved the highest ranking, we have used them successfully in the past, and they are a local company.

RFP NO. 2025-011
ANNUAL CONTRACT FOR INSPECTION SERVICES
CUMULATIVE EVALUATION MATRIX

Respondents	Venetia Barnes	Shaun Coss	Paul Thomas	Total Scores
C.A.P. Government, Inc. *Coral Gables, FL*	82	77.5	81	**240.5**
GFA International, Inc. dba Universal Engineering Sciences *Port St. Lucie, FL*	92	87.5	93	**272.5**
Willdan Engineering *Orlando, FL*	85	72.5	75	**232.5**

CRITERIA	POINTS
Experience and Ability of the Proposed Primary Firm	20
Facilities Equipment and Capabilities	10
Quality of Their Product Compared to Others	5
Past Performance of the Primary Firm	10
Willingness and Ability to Meet Time and Budget Requirements	10
Price	40
Location	5
TOTAL	**100**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO: **Paul Thomas, Building Official**

FROM: **Madison White, Purchasing Agent** *Madison White*

SUBJECT: **RFP No. 2025-011 – Annual Contract for Inspection Services**

DATE: **January 27, 2025**

On December 5, 2024, the Purchasing Division received specifications to go out for bid on the above subject proposal. The proposal was advertised on December 16 and 23, 2024, with a scheduled opening at 3:00 PM on January 16, 2025. Attached is the tabulation sheet for the above referenced proposal and the submittal checklist. A copy of each submittal received will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 553 vendors. Eleven (11) vendors requested specifications with three (3) responding (27.27%) 0 "No Bid" (27.27 % total responses).

Please note that additional forms have been requested from all proposers, as this requirement was not outlined in the original bid document. However, the request for these forms should not hinder you from beginning the evaluation process. The Purchasing Team has reviewed all submissions and has provided an RFP Response Checklist to assist you in evaluating the submittals.

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposals received are responsive to RFP requirements, ranked, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposals.

The members of the Evaluation Committee will need to be identified as well as scheduling of the **initial meeting**. It is my recommendation that a committee of three or five members are selected with you acting as Team Leader. A representative from Purchasing will serve as the Committee Liaison and should be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided copies of each submittal.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **March 17, 2025**, which is the expiration date of the proposal and responses.

/mw
Attachments: Bid Tabulation and Submittal Response Checklist

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**ANNUAL CONTRACT FOR INSPECTION SERVICES**
RFP NUMBER:	**2025-011**
DATE:	**1/16/25**
RECOMMENDED AWARD:	**Pending**

RESPONSE
3 of 11 = 27.27%
0 "No Bids"
Total = 27.27%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR
C.A.P. Government, Inc. *Coral Gables, FL*
GFA International, Inc. dba Universal Engineering Sciences *Port St. Lucie, FL*
Willdan Engineering *Orlando, FL*

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467- 3102	**RFP No: 2025-011**
Pre-Proposal Conference Date: **N/A**	**RFP Title: ANNUAL CONTRACT FOR INSPECTION SERVICES**
Pre-Proposal Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, THURSDAY, JANUARY 16, 2025**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: **----------** **Mailing Address:** **----------** **----------** **----------**	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

1	GENERAL INFORMATION	1
2	DELAYS	1
3	EXECUTION OF BIDS	1
4	NO BID	1
5	PROPOSAL OPENING	1
6	TAXES	2
7	DISCOUNTS	2
8	MISTAKES	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	3
11	ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION	3
13	ADDENDUM	4
14	DISPUTES	4
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS	4
17	DRUG FREE WORKPLACE	4
18	MINORITY/WOMEN OWNED BUSINESS ENTERPRICES	5
19	PUBLIC ENTITY CRIMES	5
20	AWARD	5
21	EEO STATEMENT	5
22	CONTRACTUAL AGREEMENT	5
23	GOVERNMENTAL RESTRICTION	6
24	PATENTS AND ROYALTIES	6
25	ADVERTISING	6
26	ASSIGNMENT	6
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	6
28	FACILITIES	7
29	REPRESENTATION	7
30	DISQUALIFICATION OF BIDDER	7
31	ADJUSTMENTS/CHANGES/DEVIATIONS	7
32	INSURANCE	7
33	PUBLIC RECORDS	7
34	PROPOSER REPRESENTATION	8
35	COOPERATIVE PURCHASING	8
36	CANCELLATION	8

SECTION II INSURANCE REQUIREMENTS 9

SECTION III – INSTRUCTIONS TO PROPOSERS 12

1	PROPOSAL OPENING	12
2	SUBMISSION OF PROPOSALS	13
3	MANDATORY PROPOSAL CONFERENCE	13
4	INQUIRIES/QUESTIONS	13
5	INSTRUCTIONS FOR PREPARING PROPOSALS	13
6	SUBMISSION REQUIREMENTS	14

7	EVALUATION METHOD	15
8	REQUEST FOR ADDITIONAL INFORMATION	16
9	CERTIFICATE OF INSURANCE	16
10	BUSINESS TAX RECEIPT	16
11	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM	16
12	REFERENCES	16
13	PROPOSAL PREPARATION COST	16
14	MINORITY PARTICIPATION AND OUTREACH PROGRAMS	16
15	INDEMNIFICATION	17
16	LICENSES	17
17	ACCURACY OF QUALIFICATION INFORMATION	17
18	PROHIBITION AGAINST CONTINGENT FEES	17

SECTION III – STATEMENT OF WORK **18**

1 SCOPE OF WORK 18

SECTION IV – STANDARD FORMS 23

24

DRUF-FREE WORKPLACE 25

W-9 INDENTIFICATION NUMBER AND CERTIFICATION 26

REFERENCES 27

PROPOSER'S CHECKLIST 28

APPENDICES- -SUPPLIERS INSTRUCTIONS – ELECTRONIC BIDDING INSTRUCTIONS 29

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted in accordance with the instructions as outlined in the document will be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 12. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City

will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing Division. Proposer who obtain Proposal Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY / WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City

reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer’s facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER REPRESENTATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-439 (a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Vendor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. As evidence of compliance with the insurance required herein, Vendor shall furnish the City of Fort Pierce with:

Commercial General Liability

The Vendor shall maintain and, prior to commence general liability insurance and provide proof of Insurance to the City of the Pierce to include:

1.	General Aggregate	$1,000,000.00
2.	Products completed operations Aggregate	$1,000,000.00
3.	Personal and Advertising Injury	$1,000,000.00
4.	Each Occurrence	$1,000,000.00

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal and include City and its members, officials, officers and employees as an additional insureds on a form no more restrictive than ISO Form CG 2010 (Additional Insured-Owner, Lessees, or Contractors).

Workers' Compensation and Employers Liability:

The Vendor shall maintain and, prior to commence of this contract, provide the City with satisfactory evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $1,000,000 for each accident and disease. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

Automobile Liability Insurance:

The Vendor shall maintain and, prior to commence of this contract, provide the City with satisfactory evidence of automobile liability insurance providing coverage no more restrictive than that provided by the standard Business Auto Policy (ISO Form CA 00 01), without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Limit shall be no less than $1,000,000 each occurrence. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

Satisfactory evidence of compliance with the insurance required shall include one of the following forms of acceptable evidence of insurance:

1.
   a. Fully completed satisfactory Certificate of Insurance evidencing all coverage required; and
   b. A copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying the inclusion of the City and the City's members, officials, officers, and employees as additional insureds in the Commercial General Liability; and
   c. A copy of the actual endorsement for each required policy which provides that the City will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insured(s).

2. The original of the policy(ies); or

3. Other evidence satisfactory to the City.

   (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City of Fort Pierce and its members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
   (b) the original of the policy(ies); or
   (c) other evidence satisfactory to the City of Fort Pierce.

Neither approval nor failure to disapprove insurance furnished by Vendor shall relieve Vendor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. <u>Certificate Holder</u>

City of Fort Pierce
Attention: Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

2. <u>Additional Insured for General Liability</u>

City of Fort Pierce and its members, officials, officers and employees

SECTION III

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL OPENING

Proposals are due on or before **3:00 PM, Thursday, January 16, 2025.**

2. SUBMISSION OF PROPOSALS

Proposal response may be submitted in One (1) original and one (1) or electronically**.** Please see below instructions for submitting your RFP response.

2.1 HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to the address below:

2.1 OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided, see Appendices section of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Proposal Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Proposals mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries must be in a written format and addressed to City of Fort Pierce Facilities Manager with a copy to the Purchasing Manager:

TO
Paul Thomas
Building Official
100 North U.S. Hwy. 1
Fort Pierce, FL 34954-1480
Fax: 772-489-3194
Email: pthomas@cityoffortpierce.com

COPY
LaTonya Hubbard
Purchasing Agent
100 North U.S. Hwy. 1
Fort Pierce, FL 34950
Fax: 772-467-3848
Email: purchasing@cityoffortpierce.com

a. No inquiries will be received no later than **5:00 PM, January 9, 2025.**

4. INSTRUCTIONS FOR PREPARING PROPOSALS

4.1 GENERAL

The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The proposer must submit a response complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.
The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately.

It is expressly understood that the Evaluation Committee's preference/selection of any proposal does not constitute an award of a contract with the City of Fort Pierce. It is further expressly understood that no contractual relationship exists with the City of Fort Pierce until a contract has been formally executed by both the City of Fort Pierce, and the selected Proposer. It is further understood, no Proposer may seek or claim any award

and/or reimbursement from the City of Fort Pierce for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

5. SUBMISSION REQUIREMENTS

The proposal shall be submitted in a concise, organized format divided by the following seven (7) tabs:

A. Letter of Transmittal

This letter will summarize in a brief and concise manner, the proposer=s understanding of the Scope of Work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed two pages in length.

B. Organization Profile and Qualifications

This section of the proposal must describe the proposer, including the size, range of activities, etc. The proposer must emphasize its expertise in, and experience with, similar programs. The proposal must identify the primary individuals responsible for supervising the work. The proposer shall provide the City of Fort Pierce with the resumes of the primary individuals. The proposal must also include recent and pertinent references, including contact name, telephone number, and address.

C. General Information

The RFP shall include general information regarding the firm=s experience relative to visitor tourism and marketing.

D. Certificate(s)

Certificate(s) of authorization to offer professional services from the Florida Department of Professional Regulation, and proof of authorization to transact business in the State of Florida must be included in RFP.

E. Financial Data

Pertinent data, which demonstrates the Offeror's Corporate capability to successfully perform. Shall include information on the financial stability of the firm; e.g. annual financial reports and statements, Dunn and Bradstreet and/or other credit bureau ratings. Proprietary information shall be submitted with the RFP package and under separate cover. Information not submitted under separate cover and not labeled proprietary shall be Public Information in accordance with State Statutes.

F. Scope of Work

This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities and work products.

G. Additional Data

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal.

6. EVALUATION METHOD

6.1 The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposal and Proposers. The City's decisions will be final.

6.2 The City of Fort Pierce shall appoint an Evaluation Committee to review and evaluate all submitted proposals and establish a list in order of preference of no fewer than three Proposers deemed to be the most qualified to provide the service requested based on the criteria set for below. The ranking of Proposals will be at the sole discretion of the Evaluation Committee and any protests by any Proposer that is not selected will not be considered.

6.3 EVALUTION CRITERIA

The City's evaluation criteria will include, but shall, the following:

	EVALUATION CRITERIA	WEIGHT
1	Experience and ability of the proposed primary firm	20
2	Facilities equipment and capabilities	10
3	Quality of their product compared to others	5
4	Past performance of the primary firm	10
5	Willingness and ability to meet time and budget requirements	10
6	Price	40
7	Location	5
	Maximum Points	100

6.4 The City of Fort Pierce reserves the right to negotiate a contract with the highest evaluated proposer as determined by the Evaluation Committee. The City of Fort Pierce reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City of Fort Pierce reserves the right to begin negotiations with the second highest qualified proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for final selection and award of a contract rests solely with the City of Fort Pierce.

7. REQUEST FOR ADDITIONAL INFORMATION

The proposer shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

During the proposal evaluation, the City of Fort Piece reserves the right to request additional written information to assist in the evaluation of these qualifications.

8. CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS

8.1 CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with Bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

8.2 BOND REQUIREMENTS

Bonds will not be required.

9. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your submittal.

10. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposers will be required to return a completed W-9 Taxpayer Identification Form with your submittal.

11. REFERENCES

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) Customer references are required for this Bid. References should include name of the customer, address, contact person and telephone number.

12. PROPOSAL PREPARATION COST

The cost to prepare the proposal in its entirety shall be the full responsibility of the proposer.

13. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non- discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

14. INDEMNIFICATION

The parties recognize that the Proposer is an independent Contractor. Proposer agrees to assume liability for and indemnify, hold harmless, and defend The City of Fort Pierce, its commissioners, mayor, officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or

indirectly out of or in connection with any negligent and/or deliberate act or omission of the Proposer, its officers, employees, agents, and representatives. Proposer's liability hereunder shall include all attorney's fees and costs incurred by The City of Fort Pierce in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against The City of Ft. Pierce and the Proposer hereby waives its entitlement, if any, to immunity under Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability The City of Fort Pierce may have under the doctrine of sovereign immunity or Florida Statutes.

15. LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida & the City of Fort Pierce prior to the signing of a contract. Should the Proposer not be able to obtain licenses and certifications, then contract negotiations will be terminated. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, the City of Fort Pierce, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.

16. ACCURACY OF QUALIFICATION INFORMATION

Any Proposer which submits in its proposal to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

17. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Proposer to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION IV

STATEMENT OF WORK

1. The City of Fort Pierce is requesting proposals from qualified firms who can provide residential and commercial building inspection services to augment the City's responsibility for enforcement of the Florida Building Code and applicable related regulations, laws and rules on building projects within the City of Fort Pierce.

2. The intent of this contract is to have available multiple firms under contract with qualified staff with guaranteed hourly rate pricing. Therefore, this contract will be awarded to multiple suppliers.

3. Inspectors shall hold standard certification in the inspection disciplines required for performing said services in accordance with Florida Statute Chapter 468 to include Building, Mechanical, Electrical, Plumbing and Residential disciplines. **Certification information for all applicable personnel shall be included in vendor's response.**

4. Inspectors will provide technical field inspections of buildings, equipment, and installations during various phases of construction; and grant inspection approvals if found in compliance with Florida Building Codes, regulations and approved permit documents, as well as provide written comments with applicable code sections if found not in compliance.

5. Inspectors shall have the necessary tools, ladders equipment, cell phone and vehicle to perform Inspection services.

6. Work may be performed at the City Building Department, or at the firm's location dependent upon the work to be done. The City will process the initial intake and may offer expedited services to the customer using a contracted firm for certain tasks. All work will be done on an hourly basis and hours charged for expedited services cannot exceed the allowable number of hours for each task that would normally be incurred if City Building department staff performed the same work.

7. The Successful Proposer will appoint one of their employees as the key contact for approval by the City.

8. Inspections will be assigned in the City's electronic permitting system and inspectors and/or professional firm staff will be required to provide results of the inspections by the end of day of the inspection being performed in the City's electronic permitting system. Software and associated license fees will be provided by the City.

9. Inspectors are expected to communicate in a professional, courteous, and respectful manner. The use of abusive, foul, obscene, offensive language and/or gestures is prohibited. Complaints may be investigated by City management and/or professional firm management. Repeated substantiated complaints. or single egregious events may result in the reviewer

being banned from performing reviews in the City.

10. It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this request for bid, will include the entire effort required of the bidder to provide the service described.

COMPENSATION AND BILLING

1. Service invoices shall be billed monthly at a contracted hourly rate that shall represent the total compensation for services.

2. Invoices for services must identify each person for which services were performed and the total number of hours per month.

CONTRACT TERM

1. The period of this Agreement shall be for twelve (12) months. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months.

2. The agreement may be terminated prior to the expiration of the term for any reason upon thirty (30) days ' written notice.

3. The agreement shall automatically and immediately terminate should the individual(s) performing services no longer maintain certifications required.

4. Refunds and/or reduction in permit fees as a result of failing to comply with review timelines imposed by State Statute will be deducted from the firm's invoiced amount.

5. The Building Director for the City shall be considered the authority having jurisdiction for purposes of interpretation and enforcement of the Code. If/when a conflict of interpretation arises between the City and bidders' firm, the Building Director of the City shall make the final ruling.

6. If, in the opinion of the Building Director, the code has been incorrectly applied/enforced or upon confirmation of a violation of Scope of Work, Item 10, the fee for services provided for that review shall be refunded to the City.

7. The agreement may be terminated should the firm exceed review timelines imposed by State Statute three times in anyone-month period.

PROPOSER REQUIREMENTS

1. The Proposer shall be responsible for pre-screening, testing evaluation, recruitment, background checks and disciplinary actions associated with contracted temporary workers under this contract.

2. The Proposer shall provide a detailed company background showing its ability to ensure,

meet and provide the described services to the City. A listing of projects of a similar nature within the last five years which includes a brief description of each project, the name of the client and terms of agreement should be included.

3. The Proposer shall be responsible for the administration and maintenance of all employment and payroll requirements.

4. The Proposer shall include copies of all applicable certifications and licenses for each person who may be assigned to work under this agreement.

5. The Proposer shall include an hourly rate as the fee for performance of the required services.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSAL

PROPOSAL FORMAT AND SUBMISSION

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.

A. RULES FOR PROPOSALS

The proposer must name all persons or entities interested in the proposal as principals. The proposer must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

The City does not guarantee a minimal amount of work or compensation for any of the Respondents selected for contract negotiations, and the City reserves the right to seek additional assistance from other firms if the City finds this to be in the City's best interest.

B. PROPOSAL FORMAT

Proposer shall prepare their proposals using the following format:

Section 1: Transmittal Letter

This letter will summarize in a brief and concise manner the Proposer's understanding of the Scope of Work and make a positive commitment. The letter must name all persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal. **An authorized agent of the firm shall sign the transmittal letter.**

Section 2: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: City of Fort Pierce website, http://www.cityoffortpierce.com/187/Purchasing and Demandstar by Onvia website, https://www.demandstar.com. It is the vendors' responsibility to periodically visit the web page(s) for addenda, before the due date and before submitting a proposal.

Section 3: Business Requirements

A. W-9 Form **(see Section VI Forms)**

B. Provide copy of a current valid business license. Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) that is required to conduct business at your location.

Section 4: Qualifications/Experience

The following information shall be provided to allow the City to determine whether the proponent is qualified to perform the work specified.

A. Address in detail the firm's ability and experience in the provision of similar services.

B. Listing of projects of similar nature within the last five (5) years, which includes a brief description of each project, the name of the client and term of agreement shall be included.

C. Provide copy of all licenses required to perform the requirements of the services in the RFP specifications, to work under this agreement.

D. Provide the company's State of Florida license for each person who may be assigned to work under this agreement.

Section 5: References

Provide at least two (2) clients with similar projects work has been performed within the last five (5) years. **(see Section VI~ Forms, Reference Check Form)**

Section 6: Cost Proposal

Complete and include the Proposal Pricing Form **(see Section VI~ Forms)**.

Section 7: Additional Data

Include any completed forms in Section VII, that are not associated with any of the previous sections listed above, and any additional information that the Proposer considers pertinent for consideration should be included in this section of the proposal.

SECTION VI
STANDARD FORMS

The forms listed in this section are to be complete and submitted with your proposal.

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Proposer's Signature

_____
Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

REFERENCES

RFP NO. 2025-011
ANNUAL CONTRACT FOR INSPECTION SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name	**Name**
Contact:	**Contact:**
Address:	**Address:**
Telephone:	**Telephone:**
Email:	**Email:**
Name	
Contact:	
Address:	
Telephone:	
Email:	

PROPOSAL PRICING FORM
RFP NO. 2025-011 ~ ANNUAL CONTRACT FOR INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: _____ for the requested services, in accordance with the agreements and specifications contained in RFP No. 2025-011.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform Inspection services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. FULL TIME INSPECTOR _____ • Perform Inspection services	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	**$ per hour** **$ per hour** **$ per hour**
2	• Perform inspection services in excess Of 40 hours per week. • FULL TIME INSPECTOR OVERTIME	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	**$ per hour** **$ per hour** **$ per hour**
3	• Perform Inspection services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. _____ • PART TIME INSPECTOR	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	**$ per hour** **$ per hour** **$ per hour** **$ per hour**
4	• Perform Inspection services. • Per Inspector on an as needed basis • AS NEEDED INSPECTOR	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	**$ _____ per hour** **$ _____ per hour**

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	_____	_____
Include proof of proper licensing as stated in proposal documents.	_____	_____
Include proof of proper insurance as stated in proposal documents.	_____	_____
Did you include a list of all materials and equipment to be used in providing the service?	_____	_____
Is Drug-Free Workplace form signed and enclosed?	_____	_____
Proposal envelope is marked accordingly	_____	_____
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?	_____	_____
Disregard, if you are going to utilize the electronic submission option.	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH PROPOSAL _____

APPENDICES

DemandStar Instructions
How to use E-Bidding

City Commission Regular Meeting - 5:05 PM **11. D.**

Meeting Date: 06/16/2025

Re: Approval to Award RFP 2025-012 Annual Contract Professional Plan Review Services

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval to award RFP 2025-012 for annual contracted Professional Plan Review Services to GFA International dba Universal Engineering Sciences of Port St. Lucie, Florida for an amount of up to $100,000.00 annually.

SUMMARY:

Due to the shortage of licensed plan reviewers and professionals in the construction industry, the Building Department has offered RFP 2025-012,for which the invitation to bid was sent to 631. Twenty (20) vendors requested specifications with six (6) responding (30.00%) 0 "No Bid" (30.00% total responses). The selection meeting date was held April 1, 2025. The selection committee evaluated each bid and considered the following: Experience and ability of the Proposed Primary Firm; Facilities equipment and capabilities; Quality of their product compared to others; Past performance of the primary firm; Willingness and ability to meet time and budget requirements; and Price. Out of a total 300 points, GFA International, Inc. dba Universal Engineering Sciences of Port St. Lucie, Florida achieved 274 points, Willdan Engineering of Orlando, Florida received 251 points, Diversified Building Department of Juno Beach, Florida received 251 points, CAP Governmentm, Inc. out of Coral Gables, Florida received 204 points, Shums Coda Associates, Inc. of Pleasanton, California received 168 points, Eastern Engineering Group Company of Doral, Florida received 139 points.

RECOMMENDATION:

Staff recommends approval to award RFP 2025-012 for annual contracted Professional Plan Review Services to GFA International, Inc. of Port St. Lucie, Florida for an amount of up to $100,000.00 annually.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Assistant Director of Building

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025
Account: 4202902-534900
Amount: $100,000.00
OTHER INFORMATION:
4202902-534900 Building Department Contracted Services Fund

Attachments

2025-012 Evaluation
2025-012 Bid Tabulation Memo
2025-012 Submittal GFA dba Universal Engineering Sciences
2025-012 RFP
Recommendation to Award

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	05/22/2025 09:35 AM
City Manager	Richard Chess	05/23/2025 10:37 AM
Finance Department	Karen Logue	06/06/2025 02:17 PM
Form Started By: Coleen Hanson		Started On: 05/20/2025 09:34 AM
Final Approval Date: 06/10/2025		

RFP NO. 2025-012
ANNUAL CONTRACT FOR PLAN REVIEW SERVICES
CUMULATIVE EVALUATION MATRIX

April 1, 2025

RESPONDENTS	Venetia Barnes	Shaun Coss	Paul Thomas	TOTAL
C.A.P. Government, Inc. *(Coral Gables, FL)*	65	72	67	**204**
Diversified Building Department Management *(Juno Beach, FL)*	84	92	75	**251**
Eastern Engineering Group Company *(Doral, FL)*	45	52	42	**139**
GFA International, Inc. dba Universal Engineering Sciences *(Port St. Lucie, FL)*	89	95	90	**274**
Shums Coda Associates, Inc. *(Pleasanton, CA)*	62	56	50	**168**
Willdan Engineering *(Orlando, FL)*	89	82	80	**251**

CRITERIA	POINTS
Experience and Ability of the Proposed Primary Firm	**20**
Facilities Equipment and Capabilities	**10**
Quality of Their Product Compared to Others	**5**
Past Performance of the Primary Firm	**10**
Willingness and Ability to Meet Time and Budget Requirements	**10**
Price	**40**
Location	**5**
TOTAL	**100**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Paul Thomas, Building Official**

FROM: **Madison White, Purchasing Agent** *Madison White*

SUBJECT: **RFP No. 2025-012 – Annual Contract for Plan Review Services**

DATE: **January 27, 2025**

On December 5, 2024, the Purchasing Division received specifications to go out for bid on the above subject proposal. The proposal was advertised on December 16 and 23, 2024, with a scheduled opening at 3:00 PM on January 21, 2025. Attached is the tabulation sheet for the above referenced proposal and the submittal checklist. A copy of each submittal received will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 631 vendors. Twenty (20) vendors requested specifications with six (6) responding (30.00%) 0 "No Bid" (30.00 % total responses).

Please note that additional forms have been requested from all proposers, as this requirement was not outlined in the original bid document. However, the request for these forms should not hinder you from beginning the evaluation process. The Purchasing Team has reviewed all submissions and has provided an RFP Response Checklist to assist you in evaluating the submittals.

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposals received are responsive to RFP requirements, ranked, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposals.

The members of the Evaluation Committee will need to be identified as well as scheduling of the **initial meeting**. It is my recommendation that a committee of three or five members are selected with you acting as Team Leader. A representative from Purchasing will serve as the Committee Liaison and should be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided copies of each submittal.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **March 17, 2025**, which is the expiration date of the proposal and responses.
/mw

Attachments: Bid Tabulation and Submittal Response Checklist

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**ANNUAL CONTRACT FOR PLAN REVIEW SERVICES**
RFP NUMBER:	**2025-012**
DATE:	**1/21/25**
RECOMMENDED AWARD:	**Pending**

RESPONSE
6 of 20 = 30.00%
0 "No Bids"
Total = 30.00%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR	
Apex Compliance Inc. *Meadow Vista, CA*	**NONRESPONSIVE**
C.A.P Government, Inc. *Coral Gables, FL*	
Diversified Building Department Management *Juno Beach, FL*	
Eastern Engineering Group Company *Doral, FL*	
GFA International, Inc. dba Universal Engineering Sciences *Port St. Lucie, FL*	
Shums Coda Associates, Inc. Pleasanton, CA	

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Willdan Engineering Orlando, FL	
VCA Code Orange, California	**NONRESPONSIVE**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

RFP No: 2025-012

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

City of Fort Pierce, Florida

UES™

Grounded in Excellence

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467- 3102	**RFP No: 2025-012**
Pre-Proposal Conference Date: **N/A**	**RFP Title: ANNUAL CONTRACT FOR PLAN REVIEW SERVICES**
Pre-Proposal Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, TUESDAY, JANUARY 21, 2025**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: GFA International, Inc. dba Universal Engineering Sciences **Mailing Address:** 607 NW Commodity Cove	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X**_____ **Authorized Signature (Manual)**
City, State, Zip Code: Port St. Lucie, FL 34986	**Typed or Printed Name:** Thomas Montano, PE
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** Branch Manager
Incorporated in the State of: FL **Year:** 1988	**Delivery in _____days, ARO**
Phone Number: (772) 924-3575	**Payment Terms: Net 30 Days**
Fax Number: (772) 924-3580	**FEIN or SS Number:** 65-0874962
E-Mail Address: tmontano@teamues.com	**Local Business:** X **Y** ___**N** **MWBE:** ___**Y** X **N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

TABLE OF CONTENTS

COVER PAGE **2**

TABLE OF CONTENTS **3**

SECTION 1: TRANSMITTAL LETTER **4**
A. Transmittal Letter 5

SECTION 2: ADDENDA ACKNOWLEDGMENT **7**
A. Acknowledged Addenda 8

SECTION 3: BUSINESS REQUIREMENTS **9**
A. W-9 Form 10
B. Business License 11

SECTION 4: QUALIFICATIONS/EXPERIENCE **12**
A. Organizational Background 13
B. Ability and Experience: Similar Services 14
C. Project Experience Within Five Years 16
D. Required Licenses to Perform Services 17
D. Staff Licenses 20

SECTION 5: REFERENCES **23**
A. Reference Check Form 24

SECTION 6: COST PROPOSAL **25**
A. Proposal Pricing Form 26

SECTION 7: ADDITIONAL DATA **27**
A. City of Fort Pierce Proposal Checklist 28
E. Minority Participation and Outreach 29
C. Evidence of Insurance 32
C. Materials & Equipment to Be Used in Provision of Services 34
D. Staff Resumes 36
B. Drug-Free Workplace Form 46
F. Ability to Meet Time & Budget Requirements 47

SECTION 1

TRANSMITTAL LETTER

Date: January 21, 2025

Attention: City of Fort Pierce
Purchasing Division - Room 101
100 North U.S. #1 - 1st Floor
Ft. Pierce, FL 34950

Reference: RFP No. 2025-012 Annual Contract For Plan Review Services

Dear Selection Committee Members:

GFA International, Inc., (GFA) dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to RFP 2025-012 Annual Contract for Plan Review Services. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute this scope. We have served Fort Pierce clientele in a variety of ways for many years, and we are eager to build upon our relationship in support of the City of Fort Pierce' needs and vision.

In early 2020, GFA International, Inc. (GFA) and Universal Engineering Sciences, Inc. strategically merged, forming the UES Family of Companies—the largest, most experienced, resource-rich organization of its kind in the nation. This union has grown to include more than 12 other companies across the nation, from the Carolinas to California.

It is important to note that the leadership, personnel, and most importantly, the exemplary service typical of all companies included in the Universal Family of Companies remains unchanged. That being said, the increase in fleet, personnel, and technology will significantly benefit all clients associated with UES.

UES has over 86 fully operational and fully-staffed branches spanning the U.S., with 19 located in Florida. These strategically situated offices meet our clients' needs by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we are able to rapidly respond to our clients and immediately allocate equipment and manpower.

Each office is staffed with dedicated professionals who are familiar with the region's geographic conditions, state, county, and city regulations, and who have developed strong working relationships with local specialized subconsultants and vendors.

Our team has decades of experience providing expert plans reviews for clientele and complex projects of all sizes, including municipalities similar to Fort Pierce. Our team's technical expertise, our specialized training, fleet of equipment, and wide scope of capabilities has assisted our clients in finding solutions to difficult and intricate challenges on various projects.

Our mission is to provide the City of Fort Pierce with cost-effective, efficient, and accurate Plan Review Services. Integrity is the keystone of our business relationship with all of our clients.

We understand that the selected firms must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing review of building, plumbing, electrical, mechanical, and residential plans in accordance with the requirements of all applicable codes and ordinances.

Furthermore, we recognize the individuals performing these duties must possess a minimum of five years' construction industry experience, as well as valid licenses in good standing with the Department of Business and Professional Regulation.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

Matthew Chaney will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. Matthew will be involved in ensuring reviews are performed according to the scope of services and in developing the budget for each.

Our Port St. Lucie office has a network of support from our other Florida offices, including West Palm Beach and Rockledge. With multiple branch offices located near the city of Fort Pierce, UES is uniquely positioned to draw from a large pool of resources, skill sets, and capabilities in order to provide superior geotechnical services required under this contract.

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. This Request for Proposal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP. UES attests that the information provided in this RFP response is complete, current, and factual.

Our team is ready to serve as an extension of your staff, and we will represent the City of Fort Pierce in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals. Many of our staff have been with the company for 10 years or more. An unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to working with the City of Fort Pierce and providing reliable plan reviews throughout this contract and beyond. If you need to contact us for any reason, please feel free to contact the undersigned.

Respectfully,
GFA International, Inc. dba Universal Engineering Sciences

Tom Montano, PE - Port St. Lucie Branch Manager
Authorized Representative/Vendor Service Representative
(772) 924-3575
tmontano@teamues.com
607 NW Commodity Cove
Port St. Lucie, FL 34986

SECTION 2

ADDENDA ACKNOWLEDGMENT

ADDENDA ACKNOWLEDGMENT

GFA International, Inc. dba Universal Engineering Sciences recognizes that - as of submission date - no addenda have been issued for this opportunity.

SECTION 3

BUSINESS REQUIREMENTS

W-9 FORM

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

GFA International, Inc.

2 Business name/disregarded entity name, if different from above.

DBA Universal Engineering Sciences

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) N/A

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

3532 Maggie Blvd

6 City, state, and ZIP code

Orlando, FL 32811

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

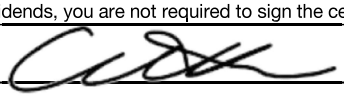
6	5	–	0	8	7	4	9	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date 01/02/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BUSINESS TAX RECEIPT - PORT SAINT LUCIE

CITY OF PORT SAINT LUCIE BUSINESS TAX RECEIPT

PLEASE POST IN CONSPICIOUS PLACE OR KEEP ON PERSON

TERM: 10/01/2024 - 09/30/2025

2024 - 2025

BTR: 127198

Date Made: 7/3/2024

Business Name: UNIVERSAL ENGINEERING SCIENCES

Business Address: 607 NW COMMODITY COVE

PORT ST LUCIE, FL 34986

Business Tax Authority

Business Services:

PROFESSIONAL ENGINEERING FIRM	$134.00
	$134.00

REGISTRY - STATE OF FLORIDA

Licensee Details

Licensee Information

Name:	**GFA INTERNATIONAL, INC. (Primary Name)** **UNIVERSAL ENGINEERING SCIENCES (DBA Name)**
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

SECTION 4

QUALIFICATIONS/ EXPERIENCE

ORGANIZATIONAL BACKGROUND

UNDERSTANDING OUR GROWTH

Founded in 1988, GFA International, Inc. (GFA) is a full-service Engineering and Geological consulting organization providing Building Code Inspection Services, as well as Environmental, Geotechnical, Construction Materials Testing, Threshold and Special Inspections, and Private Provider services, across a broad spectrum of industries.

In early 2020, GFA merged with Universal Engineering Sciences and additional leading engineering firms. This combination of like-minded firms - complementary in professional services, core values, and customer service-centric views - formed the UES family of companies — the largest, most experienced, resource-rich organization of its kind in the U.S.

The success of this union was based on many key factors, one of which was geographic location. UES has 18 offices strategically located to service our clients throughout the state of Florida. For over 57 years, UES has successfully built our state-wide reputation for superior service, trustworthy business management, and strict attention to health, safety and innovative engineering. Regardless of the scale of the project, UES will develop a practical approach to successfully achieve your goals – on schedule and within budget.

Beyond our personnel, UES owns and operates one of the largest fleets of specialized vehicles and drill rigs in the southeast. These resources are strategically located at our offices throughout the eastern United States and can be rapidly deployed to any location within our operational area usually the same day.

LOCAL EXPERTISE

With 19 locations throughout Florida, UES is capable of performing services for a range of clientele and locations.

Our Port St. Lucie branch - which will provide primary project management - is located at 607 NW Commodity Cove, Port St Lucie FL, 34986. The branch encompasses a staff of 74, including dedicated professionals familiar with the region's geographic conditions and state, county, and city regulations.

Our South Florida locations boast immensely qualified staff, including a Lead Special Inspector with more than three decades of experience, as well as:

- 9 Florida Registered Professional Engineers
- 7 Engineering Interns
- 3 Special Inspectors for Threshold Buildings
- 5 Florida Licensed Building Officials
- 3 ICC Master Code Professionals
- 11 Florida Licensed Plan Reviewers
- 23 Florida Licensed Building Inspectors

UES personnel are familiar with local conditions and practices within the immediate service area. Having performed myriad efforts in South Florida (including St. Lucie County) our professionals offer detailed, up-to-date knowledge of the practices needed to assist the city of Fort Pierce - and other areas within the county - on future projects.

ABILITY AND EXPERIENCE - SIMILAR SERVICES

UES is well-versed in the nuances of Florida statutory code compliance and has over 14 years of experience in providing city/county building department services. UES understands the nature and scope of the services to be provided and has the capability to comply with all terms and conditions of this RFP.

With a growing demand for construction plan review, UES has become the most reliable, cost-effective firm of choice for government extension-of-staff, focusing on assisting our clients in improving their level of service to the community while simultaneously reducing their cost of doing business.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, as well as Florida Building Code Chapters 18 and 134, and any other applicable Chapters of the city Planning and Development Department's codes and ordinances.

Our professional staff consists of multi-certified professionals valued for their experience, professional knowledge, and desire to surpass our clients' expectations.

UES understands this opportunity involves the role of a dependable, customer service driven resource, that we will be providing Plans Review services, including interfacing with members of the public who may be unfamiliar with building code terminology, interacting with city staff, and performing review of all types of construction plans (to include building, plumbing, electrical, mechanical, gas, and structural plans). We are currently providing identical as-needed plan review support for multiple municipalities, making UES uniquely qualified and experienced for this contract.

The Plans Examiner/Reviewer team will provide administration, enforcement, and interpretation of local and state codes during all phases of construction. We understand the importance of coordination with the city's staff, the city's department, and governmental agencies. We will exercise a superior level of professional judgment when resolving any issues that may arise.

UES' staff is professional in every way—our goal is to blend in seamlessly, representing the City of Fort Pierce with professional and courteous service and become an asset to the Building Department.

All staff will accept direction and instructions, while performing their responsibilities independently and in a professional manner with minimal supervision required.

Municipal Support

UES provides hundreds of municipalities throughout the United States with cost-effective and timely solutions for their professional engineering needs. As a well-established and rapidly growing firm, we deliver comprehensive and integrated services, extensive technical expertise, and a commitment to completing projects on time and within budget. UES' dedicated engineers, geologists, laboratory specialists, surveyors, drillers, project managers, safety professionals, and administrative staff are well-acquainted with the unique needs of municipalities and are eager to offer unparalleled service.

UES' QUALIFICATIONS

PLAN REVIEW

UES' Building Official will review all applications for compliance with the submittal requirements, including as-built surveys, field revisions, design professional letters, elevation designations, contractors information, as well as obtaining the other necessary agency approvals. The plans will then be routed to the appropriate UES Plans Examiner to obtain the necessary technical reviews for compliance with the Florida Building Code (FBC).

The technical review process will begin no later than one business day after the submittal of a completed application and recording of same. UES will record plan review comments in a "Comment Spreadsheet" referencing the sheet number, comment, and code reference. The comments will remain "open" until resolved by the design teams.

When requested, UES staff will meet with architects, engineers, contractors, and other permit holders, to discuss any questions or problems concerning plans reviews and inspections. UES will also assist architects/engineers, contractors, and permit holders on building permitting and inspection issues. A building permit will be issued by the UES' Building Official once he has reviewed and processed construction plans and it is determined that the permit application and supporting documents are in compliance with all governing codes. The permit holder will then be notified as to what corrections are required to the plans and documents in order to meet the FBC and other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

UNDERSTANDING OF PLAN REVIEW SCOPE

We understand that we will be providing Plan Review Services for the City of Fort Pierce on an as-needed basis.

We recognize that Plan Review duties will include:

- Examining permit documents and construction plans for compliance with Florida Building Codes and related regulations, laws and rules; and granting approvals if found in compliance with said building codes and regulations, as well as providing written comments, with applicable code sections if found not in compliance.
- Performing plan reviews with the necessary tools, equipment, cell phones and vehicles.
- Reviewing plans submitted to the City in physical printed format and/or electronic format through the City's web-based electronic plan review system.
- Performing work at the City Building Department, at the firm's location, or virtually if supported by the firm, dependent upon the work to be done. We recognize the City will process the initial intake and may offer expedited services to the customer using a contracted firm for certain tasks. All work will be done on an hourly basis and hours charged for expedited services cannot exceed the allowable number of hours for each task that would normally be incurred if City Building department staff performed the same work.
- Appointing a UES employee as the key contact for approval by the City.
- Performing plans reviews - electronic or physical - within the time limits imposed by State Statute.
- Resulting plan reviews (assigned within the City's electronic permitting system) and making all necessary comments in the City's electronic system.
- Communicating professionally, courteously, and respectfully.

PROJECT EXPERIENCE WITHIN FIVE YEARS

Client/Project	Scope/Description	Term of Agreement
Martin County, Florida	Municipal support continuing contract: plans review and building inspections	2019-present
Indian River County, Florida	Municipal support continuing contract: plans review and building inspections	2019-present
Town of Jupiter, Florida	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	July 2019-present
City of Boynton Beach, Florida	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	2023-present
City of West Palm Beach, Florida	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	2023-present
Oleander Oaks	Plan review, private provider inspections for 60-home community in Fort Pierce, Florida.	May 2023-present
Lennar Homes (Bent Creek: Phases 1 and 2)	Plan review, private provider inspections for community of over 100 single-family homes. UES is currently aiding the release of the first 30+ homes (part of phase 2).	August 2022-present
LGI Homes (Celebration Pointe)	Plan review, private provider inspections for community with over 70 single- and multi-family homes. UES is currently assisting the client with the next phase.	2020-present

REQUIRED LICENSES TO PERFORM SERVICES

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 19, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of February, 2024

Secretary of State

Tracking Number: 1871261630CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

BUSINESS LICENSE

Licensee Details

Licensee Information

Name:	**GFA INTERNATIONAL, INC. (Primary Name)** **UNIVERSAL ENGINEERING SCIENCES (DBA Name)**
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

SUNBIZ DOCUMENTS

Sunbiz.org Division of Corporations — an official State of Florida website

Previous on List . Next on List . Return to List

Fictitious Name Search

Submit

No Filing History

Fictitious Name Detail

Fictitious Name

UNIVERSAL ENGINEERING SCIENCES

Filing Information

Registration Number	G20000159003
Status	ACTIVE
Filed Date	12/15/2020
Expiration Date	12/31/2025
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

1215 WALLACE DRIVE
DELRAY, FL 33444

Owner Information

GFA INTERNATIONAL, INC.
1215 WALLACE DRIVE
DELRAY, FL 33444
FEI/EIN Number: 65-0874962
Document Number: P98000089761

Document Images

12/15/2020 -- Fictitious Name Filing View image in PDF format

2024 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Sep 24, 2024
Secretary of State
1084706705CC

DOCUMENT# P98000089761

Entity Name: GFA INTERNATIONAL, INC.

Current Principal Place of Business:

4205 VINELAND ROAD
SUITE L1
ORLANDO, FL 32811

Current Mailing Address:

4205 VINELAND ROAD
SUITE L1
ORLANDO, FL 32811 US

FEI Number: 65-0874962

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., SUITE 4
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	MERRICK, TRAVIS
Address	1215 WALLACE DRIVE
City-State-Zip:	DELRAY BEACH FL 33444

Title	VP
Name	DANFORTH, PAUL
Address	1215 WALLACE DRIVE
City-State-Zip:	DELRAY BEACH FL 33444

Title	TREASURER
Name	LAUREN, HARJU
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	SECRETARY
Name	BUTTERFIELD, BENJAMIN
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	VP
Name	KAUB, FREDERICK
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BENJAMIN BUTTERFIELD SECRETARY 09/24/2024

Electronic Signature of Signing Officer/Director Detail — Date

STAFF LICENSES

Tom Montano, PE

Licensee Information

Name:	MONTANO, THOMAS DOMINIC (Primary Name)
Main Address:	6087 DIMOND STREET JUPITER Florida 33458
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	84146
Status:	Current,Active
Licensure Date:	12/16/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/01/2016

Matthew Chaney, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN7342 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG

CHANEY, MATTHEW RICHMOND
195 RIVER GROVE WAY
WEST PALM BEACH FL 33407

ISSUED: 12/04/2023

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Juan Hernandez, PE

Ron DeSantis, Governor — Melanie S. Griffin,Secretary — FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HERNANDEZ, JUAN CARLOS
1924 NW FEDERAL HWY.
APT. 2302
STUART FL 34994

LICENSE NUMBER: PE58638
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Robert Bentz, BN, PX

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
ELEC

BENTZ, ROBERT JAMES
12599 SE OLD CYPRESS DRIVE
HOBE SOUND FL 33455

LICENSE NUMBER: BN8031
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Licensee Information

Name:	BENTZ, ROBERT JAMES (Primary Name)
Main Address:	12599 SE OLD CYPRESS DRIVE HOBE SOUND Florida 33455
County:	MARTIN

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4495
Status:	Current,Active
Licensure Date:	08/03/2020
Expires:	11/30/2025

Timothy Rowe, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
CELEC, MECH, BLDG

ROWE, TIMOTHY PATRICK
13840 158TH STREET NORTH
JUPITER FL 33478

LICENSE NUMBER: BN4350
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/22/2023
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Lambert "Allen" Hazellief, BN, PX, HI

LICENSEE DETAILS *3:00:09 PM 1/8/2025*

Licensee Information

Name:	HAZELLIEF, LAMBERT ALLEN JR (Primary Name)
Main Address:	7175 NE 7TH ST OKEECHOBEE Florida 34974
County:	OKEECHOBEE

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7593
Status:	Current,Active
Licensure Date:	01/04/2019
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	01/04/2019
Electrical Inspector	06/04/2024

LICENSEE DETAILS *2:58:53 PM 1/8/2025*

Licensee Information

Name:	HAZELLIEF, LAMBERT ALLEN JR (Primary Name)
Main Address:	7175 NE 7TH ST OKEECHOBEE Florida 34974
County:	OKEECHOBEE

License Information

License Type:	Home Inspector
Rank:	Home Insp
License Number:	HI9895
Status:	Current,Active
Licensure Date:	10/04/2016
Expires:	07/31/2026

LICENSEE DETAILS *2:59:31 PM 1/8/2025*

Licensee Information

Name:	HAZELLIEF, LAMBERT ALLEN JR (Primary Name)
Main Address:	7175 NE 7TH ST OKEECHOBEE Florida 34974
County:	OKEECHOBEE

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX5036
Status:	Current,Active
Licensure Date:	10/16/2023
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	10/16/2023

Jeff Sheffield, BN, SRI

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
RESI

SHEFFIELD, JEFFREY
2370 SW 22ND CIR E
OKEECHOBEE FL 34974

LICENSE NUMBER: BN8553
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/12/2023
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

LICENSEE DETAILS *2:55:28 PM 1/8/2025*

Licensee Information

Name:	SHEFFIELD, JEFFREY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Roofing Inspector (SRI)
Rank:	Std roofing Ins
License Number:	SRI197
Status:	Current,Active
Licensure Date:	01/11/2023
Expires:	11/30/2025

Luis A. Martinez, BN, BU, PX

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN369 EXPIRATION DATE: NOVEMBER 30, 2025
THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
RESI, BLDG

MARTINEZ, LUIS ALFREDO
8306 QUITO PLACE
WELLINGTON FL 33414

ISSUED: 01/23/2024
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

LICENSEE DETAILS *3:09:35 PM 1/8/2025*

Licensee Information

Name:	MARTINEZ, LUIS ALFREDO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1233
Status:	Current,Active
Licensure Date:	10/16/2001
Expires:	11/30/2025

LICENSEE DETAILS *3:09:13 PM 1/8/2025*

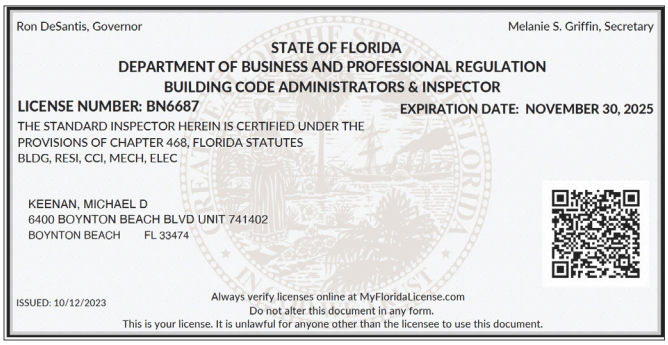
Licensee Information

Name:	MARTINEZ, LUIS ALFREDO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX881
Status:	Current,Active
Licensure Date:	04/24/1995
Expires:	11/30/2025

Michael Keenan, BN, PX, RPX



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

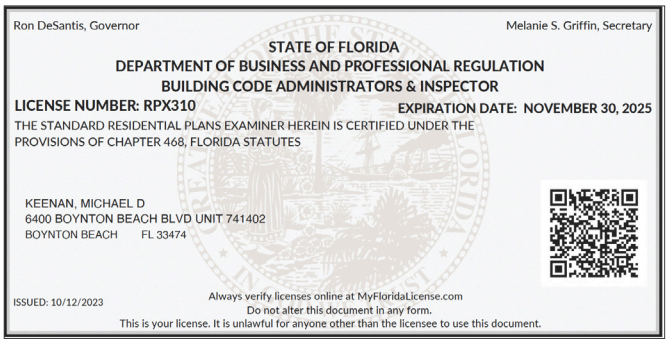
LICENSE NUMBER: BN6687 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG, RESI, CCI, MECH, ELEC

KEENAN, MICHAEL D
6400 BOYNTON BEACH BLVD UNIT 741402
BOYNTON BEACH FL 33474

ISSUED: 10/12/2023

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

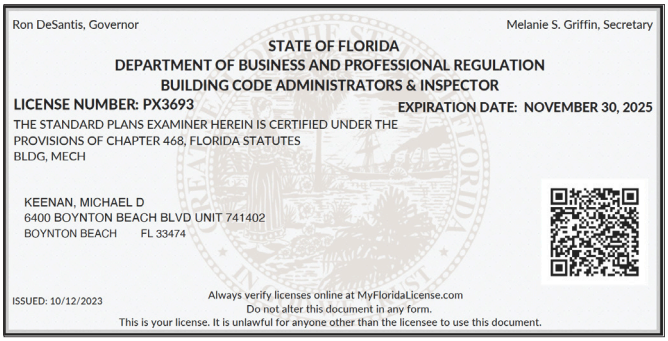
LICENSE NUMBER: RPX310 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD RESIDENTIAL PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

KEENAN, MICHAEL D
6400 BOYNTON BEACH BLVD UNIT 741402
BOYNTON BEACH FL 33474

ISSUED: 10/12/2023

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: PX3693 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG, MECH

KEENAN, MICHAEL D
6400 BOYNTON BEACH BLVD UNIT 741402
BOYNTON BEACH FL 33474

ISSUED: 10/12/2023

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

SECTION 5

REFERENCES

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2025-012
ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name	Town of Jupiter	**Name**	Indian River County - Building Div
Contact:	Roger Held - Building Official	**Contact:**	Scott McAdam - Building Official
Address:	210 Military Trail	**Address:**	1801 27th Street Bldg A
	Jupiter, FL 33458		Vero Beach, FL 32960
Telephone:	561-741-2669	**Telephone:**	772-226-1268
Email:	rogerh@jupiter.fl.us	**Email:**	smcadam@ircgov.com
Name	Martin County - Building Dept		
Contact:	Andrew Bruhn - Assistant Bldg Official		
Address:	2401 Southeast Monterey Rd		
	Stuart, FL 34996		
Telephone:	772-320-3070		
Email:	abruhn@martin.fl.us		

SECTION 6

COST PROPOSAL

PROPOSAL PRICING FORM
RFP NO. 2025-012 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: GFA International, Inc. dba Universal Engineering Sciences for the requested services, in accordance with the agreements and specifications contained in RFP No. 2025-012.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform plan review services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. • Full-Time Plan Reviewer	**BLDG, M,E, or P**	$ 95.00 **per hour**
		1 + 2 Family	$ 95.00 **per hour**
		Multi	$ 95.00 **per hour**
2	• Perform plan review services. • Per Plan reviewer: In excess of 40 hours per week.		$ 95.00 **per hour**
		1 + 2 Family	$ 95.00 **per hour**
			$ 95.00 **per hour**
3	• Perform plan review services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • Part time plan reviewer		$ 95.00 **per hour**
		1 + 2 Family	$ 95.00 **per hour**
			$ 95.00 **per hour**
4	• Perform plan review services. • Pre Plan Reviewer On an needed basis • As needed Plan Review	**1 + 2 Family**	$ 95.00 **per hour** $ 95.00 **per hour**

SECTION 7

ADDITIONAL DATA

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Did you include a list of all materials and equipment to be used in providing the service?	X	
Is Drug-Free Workplace form signed and enclosed?	X	
Proposal envelope is marked accordingly *GFA International, Inc. dba Universal Engineering Sciences will use electronic submission		X*
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		X*
Disregard, if you are going to utilize the electronic submission option.	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

MINORITY PARTICIPATION AND OUTREACH PROGRAM

GFA International, Inc. dba Universal Engineering Sciences is not a Minority Business Enterprise or DBE/SBE/MBE company.

However, we recognize the importance of minority and local business participation in procurement and completion of projects for the City of Fort Pierce. We strive to include these types of businesses on all projects whenever applicable.

UES' PROGRAMS AND POLICIES: MINORITY AND NON-DISCRIMINATION

UES is committed to the principles of equal employment opportunities (EEO) for all our team members and applicants. UES does not discriminate against any team member or applicant because of race, creed, color, amnesty, ancestry, citizenship status, religion, gender, sexual orientation, gender identity/expression, national origin, mental or physical disability, age, genetic information, cultural hairstyles, AIDS/HIV status, veteran status, marital status, pregnancy, or related condition (including breastfeeding), or any other characteristic protected by applicable federal, state, or local law, ordinance, or regulation.

UES complies with applicable national, state, and local laws pertaining to nondiscrimination and equal opportunity. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

DIVERSITY IN STAFF

As more and more people of different ethnic backgrounds, cultures, religions, ages, physical and mental abilities join the workforce, companies must find ways to incorporate these diverse groups into their organizations. UES is no exception as we recognize that diversity is vital to our success.

The diversity among UES' employees enriches our company with creativity, ideas, different abilities, experiences, and personalities—all contributing to our culture. UES' commitment to developing

employee diversity also allows the business to function competitively with our customers, suppliers, and subcontractors.

HARASSMENT-FREE WORKPLACE

UES has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, political affiliations, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, team members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

To further support this policy, UES may require team members to complete harassment training on a regular and ongoing basis.

STRATEGY FOR PROMOTING MINORITY PARTICIPATION ON THIS CONTRACT

UES recognizes the importance, intention, and value of small business programs. Having performed engineering services for over six decades throughout Florida, we are aware of municipalities' goals to include minority firms in procurement. We proactively seek M/WBEs (Minority and Women Business Enterprises), DBEs (Disadvantaged Business Enterprises), and VBEs with the intent to incorporate them into our projects to further support diversity in business and contribute to our community and local economy.

UES has 19 offices throughout Florida, each staffed with professionals familiar with the regulations, codes, and business landscapes specific to their regions. (The City of Fort Pierce is no exception.)

Our familiarity includes knowledge of established minority firms with whom we can contract.

Additionally, we access other resources to locate minority firms, such as:

- The State of Florida Office of Supplier Diversity (OSD)
- The State of Florida Vendor Directory
- The St. Lucie County Chamber of Commerce
- The St. Lucie County online business directory
- weVENTURE online directory, a no-cost, searchable online database of women-owned businesses published by Florida Technological University (available to Brevard, Indian River, and St. Lucie counties)
- Local professional services and trade organizations such as the American Institute of Architects (AIA), American Society of Civil Engineers (ASCE), etc.

These resources assist us with identifying certifiable firms, and assessing their ability to be pre-qualified and perform work in their area of expertise.

When utilizing diverse subconsultants, we ensure compliance with project/contract requirements in subcontracting by engaging the following measures:

- obtaining and analyzing proposed MWBE, DBE, and veteran participation during procurement
- verifying MWBE, DBE, and veteran certifications, performing pre-award bid analysis, and post-award compliance reviews
- conducting on-site/field monitoring on projects where there is MWBE, DBE, and veteran participation to determine any concerns and to
- ensuring the MWBE, DBE, and veteran businesses listed are actually working and providing the specified service
- monitoring MWBE, DBE, and veteran business utilization on each project where a goal has been established
- resolving any concerns client(s) may have regarding MWBE, DBE, and veteran business matters on a contract

REALISTIC GOAL FOR MINORITY PARTICIPATION ON THIS CONTRACT

Diversity is a concept UES fully embraces, supports, and encourages. We have collaborated with Thomas Geotechnical Services - a consulting firm which provides special inspections, among other services - on previous occasions.

Should there be opportunities for M/WBE participation in this contract, we commit to abiding by the minority participation requirements to the best of our ability. UES may also consider utilizing Thomas Geotechnical Services for administrative tasks related to deliverable reporting as part of the city of Fort Pierce's plans review contract, if such an opportunity presents itself.

REFERENCES REGARDING UTILIZATION OF MWBE FIRMS ON PREVIOUS PROJECTS

UES' Port St. Lucie office has partnered with Thomas Engineering Group on numerous occasions. Please see statement below regarding our various partnerships, and project examples on the following page.

THOMAS GEOTECHNICAL SERVICES
GEOTECHNICAL • TESTING • INSPECTIONS

January 20, 2025

City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950
Phone: 772-467-3000

To whom it may concern:

Thomas Geotechnical Services (TGS) is proud to have partnered with Universal Engineering Services (UES) several successful projects, serving as a MWBE partner and contributing exceptional expertise in geotechnical engineering, construction materials testing, and inspection services to key initiatives.

A notable example of this collaboration is the ongoing Continuing Contract for Palm Beach County's Construction Materials Testing, Geotechnical, and Inspection services.

UES works with TGS as a trusted sub-consultant, and their expertise has been instrumental in delivering high-quality solutions in geotechnical engineering, construction materials testing, and inspection services to meet the needs of various entities. We greatly value the strong partnership we have developed through these endeavors.

We appreciate the opportunity to provide you with our geotechnical services. If you have any questions or need further assistance, please call our office at 561-429-3246.

Respectfully submitted,

TGS

1/20/2025

Francois Thomas, P.E.
Principal Engineer/President
Florida Reg. No. 56381

4457 Purdy Lane, Suite A • West Palm Beach, Florida 33407
Phone: 561-429-3246
State of Florida Professional Engineers License # 34141
MBE-SBE-CBE-DBE-FDOT Approved

UTILIZATION OF MWBE FIRMS ON PREVIOUS PROJECTS

UES is currently serving as Prime Consultant for an annual (continuing engineering services) contract for minor construction with Palm Beach County, Florida.

Within that contract, we are engaging Thomas Geotechnical Services as a subconsultant on several efforts, including those noted below.

Project Example #1	
Name of Project	A1A Drainage Improvement
Description of Work	UES is contracted by Palm Beach County, Florida to perform construction materials testing for a roadway drainage improvement construction effort.
M/WBE Firm	Thomas Geotechnical Services Francois Thomas, PE - Principal Engineer/President 561.429.3246 4457 Purdy Lane Suite A West Palm Beach, FL 33407

Project Example #2	
Name of Project	Lake Ida Road & Hagen Ranch Road Intersection Improvements
Description of Work	UES is contracted by Palm Beach County, Florida to perform construction materials testing for intersection improvements.
M/WBE Firm	Thomas Geotechnical Services Francois Thomas, PE - Principal Engineer/President 561.429.3246 4457 Purdy Lane Suite A West Palm Beach, FL 33407

Project Example #3	
Name of Project	Caloosa Park Racquetball Court
Description of Work	UES is contracted by Palm Beach County, Florida to perform construction materials testing construction of new racquetball courts at the 64.5 acre park in Boynton Beach. UES is performing this scope of work for the County's Capital Improvements Division. The project is ongoing and estimated to be complete in February 2025.
M/WBE Firm	Thomas Geotechnical Services Francois Thomas, PE - Principal Engineer/President 561.429.3246 4457 Purdy Lane Suite A West Palm Beach, FL 33407

EVIDENCE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.670.5324 **FAX (A/C, No):** 770.670.5324 **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED UNIVENG GFA International, Inc., DBA Universal Engineering Sciences 1215 Wallace Dr. Delray Beach FL 33444	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Endurance American Specialty Ins Co / 41718 **INSURER B :** Greenwich Insurance Company / 22322 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 507846408 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
B A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	RAC9438325 EXT30030240901	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Excess Auto	$ 2,000,000 $ $ $ $ 2,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	RWC3002100	5/1/2024	5/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFP #2025-012 Annual Contract for Plan Review Services.
City of Fort Pierce and its members, officials, officers and employees are named as Additional Insureds with respects to General Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

EQUIPMENT/RESOURCES TO BE USED IN PROVIDING SERVICES

UES is known for developing innovative solutions to complex building code compliance challenges. We utilize advanced technologies, including cloud-based software and real-time data sharing, to streamline plan reviews and inspections, reducing delays and improving accuracy. Our collaborative approach with stakeholders enables us to anticipate potential issues early, allowing for more effective problem-solving and reducing project risks.

TECHNOLOGICAL CAPABILITY

Our inspectors, plan reviewers, and building officials are all equipped with late-model vehicles (including a mobile computing solution outfitted with the latest hardware and software upgrades). This preparedness approach - and these resources - provide our team with enhanced communication abilities.

The mobile system allows inspectors to provide real-time inspection results and other documents in the field. Additionally, every employee is equipped with a smartphone.

Contact numbers are shared with our municipal partners and customers.

At the firm level, UES relies upon a licensed, proprietary, and comprehensive software system to successfully manage our daily operations and all aspects of a project.

At the top level, our company utilizes Microsoft Windows 10 on all PCs in conjunction with Office 365, Sophos Cyber Security, Fortinet Firewall and Ransomware, a secured VPN, and GoToMeeting.

However, at the center of our operations lies Deltek Vision. Vision is an established industry standard used extensively throughout the A/E/C community.

This software is our primary database capturing every project detail, such as the scope of work, duration, sub-consultants used, and direct personnel.

The system also houses all client-based information and allows for detailed report generation.

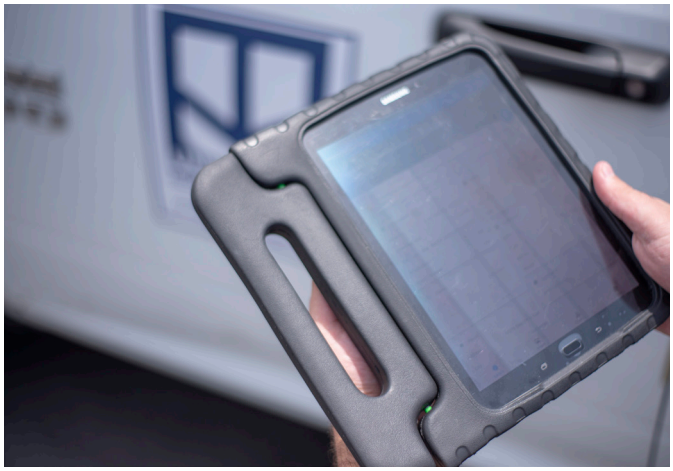
Another essential function of Vision is billing. The bookkeeping capabilities of this component are made possible due to the massive amount of captured project and client information.

UES employs a full-time Application Business Analyst and Software Developer to ensure that all of these systems work seamlessly together.

This entire process begins and ends with the client—a fact that every UES employee involved in the process understands. We strive to deliver fast, accurate results.

ADEQUACY OF RESOURCES

Our staff has the necessary training, education, tools, and equipment to perform the services under this contract, including (but not limited to) professional, logoed uniforms.



UES' professional staff consists of state-licensed plan examiners, engineers and architects, and certified inspectors and building officials. Our Building Inspection Department (BID) staff of qualified professionals and plans reviewers can quickly become an extension of your team by seamlessly integrating themselves into your workflow.

The City may rely on our committed plan review staff (remote and onsite) to increase permitting and construction manageability and to handle the complexities of code compliance.

In this era of evolving state-wide Florida Building Codes, it is critical to have plan reviewers knowledgeable about the latest regulatory statutes.

Our team's experience and ability to respond to needs of contractors, citizens, architects and engineers and resources results in much more fiscally-lean and efficient tasks.

Our robust staff includes:

- Professional engineers and architects
- Building officials/building code administrators
- Fire safety inspectors
- Licensed plans examiners and inspectors

PROJECT MANAGEMENT AND PLANNING STRATEGIES

- **Continuous Communication and Progress Tracking:** UES will maintain open communication with the City, providing weekly progress reports and holding monthly status meetings. This approach ensures all tasks are tracked effectively and any issues are addressed proactively.
- **Quality Control and Quality Assurance:** UES employs a rigorous QA/QC process, with senior inspectors and plan reviewers overseeing work to ensure accuracy and code compliance on every project.
- **Resource Flexibility and Backup Support:** UES' nationwide network provides Fort Pierce with access to additional resources if needed, ensuring uninterrupted service. Our team's flexibility allows us to accommodate unexpected needs, such as project surges or expedited plan review requests.

STAFF RESUMES

Education

BS, Civil Engineering, Rensselear Polytechnic Institute

Years of Experience

13

Licenses

- Professional Engineer - FL #84146

Tom Montano, PE

Branch Manager

Tom has over 13 years of experience in the construction industry. As UES' Port St. Lucie Branch Manager, Tom is responsible for overseeing his staff and all the work that is performed from the branch office. He is involved in all aspects of the business, including client relations, project management, scheduling, and training. Tom's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects.

PROJECT EXPERIENCE

Bent Creek Inspections/Plan Reviews
Fort Pierce, FL

UES is conducting plans reviews and private provider inspections on behalf of Lennar Homes; the community includes over 100 units. The team is currently aiding the release of more than 30 homes as a part of development phase 2. Tom serves as Branch Manager.

Celebration Pointe Inspections/Plan Reviews
Fort Pierce, FL

UES is conducting plans reviews and private provider inspections on behalf of LGI Homes; the community includes 70 single- and multi-family units. The team is currently aiding LGI with the next phase of the project. Tom serves as Branch Manager.

Continuing Contract - Martin County, Florida
Martin County, FL

UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Tom serves as Branch Manager.

Continuing Contract - Town of Jupiter, Florida
Jupiter, FL

UES is providing professional building inspections, plan review services, and permit technicians for all town construction projects. Tom serves as Branch Manager.

Continuing Contract - Indian River County, Florida
Indian River County, FL

UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Tom serves as Branch Manager.

Mint Car Wash
West Palm Beach, FL

Under contract with Mint Eco Car Wash, UES is conducting private provider inspections for the car wash property at 1890 Palm Beach Lakes Boulevard. Tom serves as Branch Manager.

Matthew R. Chaney, BN

Inspections Department Manager

Mr. Chaney is a licensed Standard Inspector with eight years of experience, including four with UES. He currently manages the Building Inspections Department for UES' Port St. Lucie location. In this capacity, he oversees inspection teams and all inspections performed by the branch. In addition to his expertise in Building Inspections, Matthew is knowledgeable in geotechnical and structural engineering.

Education

BS, Civil Engineering, Florida Atlantic University

Years of Experience

8

Licenses

- Standard Inspector - BN #7342

PROJECT EXPERIENCE

FPL Corporate Office

Palm Beach Gardens, FL

A six story, 270,000 square foot office building with Monitoring w a three story parking garage on a 38 acre site. Our scope of services included Threshold Inspections and Construction Material Testing.

5000 N. Ocean

North Palm Beach, FL

As an Inspector for the construction of a 20-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Alta Delray

Delray Beach, FL

As an Inspector for the new construction of seven four-story apartment buildings, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, wood frame, precast concrete, and all other interior nonstructural inspections.

The Waterclub

North Palm Beach, FL

As an Inspector for the new construction of two, 23-story condominiums, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Watercrest

Parkland, FL

As an Inspector the new construction of 458 one- and two-story single family homes, Matthew was responsible for performing special inspections including reinforcement of slab on grade, unit masonry, roof and wall sheathing, and truss engineering.

PGCC

Parkland, FL

As an Inspector for the new construction of 386 one- and two-story single family homes, Matthew was responsible for performing special inspections including reinforcement of slab on grade, unit masonry, roof and wall sheathing, and truss engineering.

3550 S. Ocean

South Palm Beach, FL

As an Inspector for the new construction a five-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Juan C. Hernandez, PE

Mechanical Inspector

Mr. Hernandez is a State of Florida registered professional engineer who specializes in Mechanical Engineering. Juan has over 30 years of experience in mechanical engineering, and serves in the code compliance division of UES' Port St. Lucie location. He performs mechanical inspections for residential and commercial buildings to ensure compliance with applicable codes.

Years of Experience

30

Licenses

- Professional Engineer - FL #52659

PROJECT EXPERIENCE

Town of Jupiter - Plan Review, Inspections, and Permit Technicians (Continuing Contract)
Jupiter, FL

Under UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all town construction projects, Mr. Hernandez provides mechanical inspections on various residential and commercial structures on an as-needed basis.

City of Fort Pierce - Plan Review and Inspections (Continuing Contract)
Fort Pierce, FL

Mr. Hernandez serves as Mechanical Inspector for UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all citywide construction projects. He provides mechanical inspections on various residential and commercial structures on an as-needed basis.

Village of Indiantown Building Code Administration (Continuing Contract)
Village of Indiantown, FL

UES has a continuing contract with the Village of Indiantown to provide complete Building Code Administration services. Specific services include Building Official, permitting and plan review, and building code inspections for all construction projects within the Village. Mr. Hernandez provides mechanical inspections on various residential and commercial structures as needed.

Timothy Rowe, BN

Special Inspector

Timothy Rowe is a Florida-licensed Standard Inspector with 40 years of experience in general contracting, electrical and the mechanical industry. He is adept in handling the complexities of code compliance in a professional manner, with areas of expertise including quality assurance, building inspection, mechanical inspection, project management, and plans examination.

Years of Experience

40

Licenses

- Standard Inspector - FL #BN4350

PROJECT EXPERIENCE

Villa Vizcaya Apartment Garages

Port St. Lucie, FL

The Villa Vizcaya Apartment Garages contract is ongoing. UES is providing plan reviews for garage structures at the Villa Vizcaya community. Tim serves as a plans reviewer.

Villa Vizcaya Apartments

Port St. Lucie, FL

The Villa Vizcaya Apartments project consisted of 30 two-story apartment buildings. Tim has been involved in the post-tension slab inspections and wood frame buildings. Additionally he performed numerous electrical and mechanical inspections.

Lake Park Industrial

Lake Park, FL

Tim performed all structural inspections for this160,000 SF industrial building. The project was built by Miller Construction Company and involved tunnel form construction.

Westgate Art Storage

West Palm Beach, FL

Tim performed many structural inspections including masonry, steel construction, and conventional steel decks for this 50,000 SF art storage facility built by the Brickel Group.

PRIOR EXPERIENCE

Town of Jupiter

Jupiter, FL

Timothy was the Building Inspector for the Town of Jupiter. His responsibilities included building inspections to ensure compliance with the Town's codes and regulations.

Jeffrey Sheffield, BN

Inspector

Jeffrey serves UES' Port St. Lucie location as an Inspector with 28 years of construction experience. He is a licensed Standard Inspector and Certified Building Contractor. His expertise includes robust knowledge of local building codes as well as residential construction.

Years of Experience

28

Licenses

- Standard Inspector - BN8553
- Certified Building Contractor - CBC1253465
- Certified Roofing Contractor - CCC1330294

PROJECT EXPERIENCE

Surf's Edge at Indian River Shores
Indian River Shores, FL

As consultant to Lutgert Vero, LLC, GFA/UES has been contracted to provide construction materials testing for a three-story condominium. Jeffrey serves as a Building Inspector.

Bent Creek
Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, GFA/UES has been contracted to conduct private provider inspections for a subdivision. Jeffrey serves as a Building Inspector.

Blue Sky - Threshold
Fort Pierce, FL

As consultant to Blue McNeilOne, LLC, GFA/UES has been contracted to conduct threshold inspections. Jeffrey serves as a Building Inspector.

Jupiter Medical Center Emergency Department Expansion
Jupiter, FL

GFA/UES has been contracted to conduct threshold inspections for an emergency department expansion, for Jupiter Medical Center. Jeffrey serves as a Building Inspector.

Bridgewater Estate
Jupiter, FL

GFA/UES is performing roofing inspections (as part of facilities condition assessments) for the Bridgewater Estate subdivision. Assessments and inspections are occurring for Pulte Homes. Jeffrey serves as a Building Inspector.

Jupiter Medical Surgical Institute Expansion
Jupiter, FL

GFA/UES has been contracted to conduct materials testing for Jupiter Medical Center's expansion of an existing medical surgical institute. Jeffrey serves as a Building Inspector.

Celebration Pointe
Fort Pierce, FL

GFA/UES has been contracted to conduct blower door testing for homes within a Fort Pierce subdivision. Work is occurring for LGI Homes of Florida. Jeffrey serves as a Building Inspector.

Lambert (Allen) Hazellief, BN, PX, HI

Building Inspector

With seven years of experience (including Florida licensure as a Home Inspector, Standard Inspector, and Plans Examiner) Allen serves UES Port St. Lucie as a Building Inspector. His expertise includes building codes, regulations, inspections, and plans reviews for residential and commercial projects. He also has experience conducting safe structure and site inspections.

Education

AAS, Renewable Generation -Instrumentation and Control, Bismarck State University

Years of Experience

7

Licenses

- Standard Inspector - FL #BN7593
- Standard Plans Examiner - FL #PX5036
- Home Inspector - FL #HI9895

PROJECT EXPERIENCE

Flowing Well Community - Brighton Seminole Reservation

Okeechobee, FL

Allen completed inspections for new construction of a residential community including 70 homes.

Lakeland Community Center - Lakeland Seminole Reservation

Lakeland, FL

Allen performed inspections for new construction of an administration building and gymnasium.

Lakeland Community - Lakeland Seminole Reservation

Lakeland, FL

Allen performed inspections for new construction of a residential community including 149 homes.

Tampa Hard Rock Casino - Seminole Hard Rock Casino

Tampa, FL

Allen conducted inspections for new construction of a 14-story hotel and parking structure, as well as casino renovations.

Brighton Casino and Hotel - Brighton Seminole Reservation

Okeechobee, FL

Allen completed inspections for new construction of a casino and four-story hotel.

Brighton Ahfachkee School - Brighton Seminole Reservation

Okeechobee, FL

Allen performed inspections for new construction of a cultural center, school buildings, library, and boys and girls' club.

Senior Center - Big Cypress Seminole Reservation

Clewiston, FL

Allen conducted inspections for new construction of a senior center facility on the reservation.

Preschool - Big Cypress Seminole Reservation

Clewiston, FL

Allen conducted inspections for new construction of a preschool on the reservation.

Robert J. Bentz, BN, PX

Electrical Inspector

Robert's industry experience includes over 45 years in electrical construction. He is a licensed Electrical Contractor, and previous owner of an electrical construction firm specializing in residential, multi-family, commercial and Industrial efforts. His expertise includes installing high voltage electrical equipment and distribution components. In addition to Robert's electrical expertise, he holds designations as a Standard Inspector and a Plans Examiner.

Years of Experience

45

Licenses & Certifications

- Standard Inspector - BN8031
- Plans Examiner (Electrical) - PX4495
- Electrical Contractor - EC13006616

PROJECT EXPERIENCE

Bent Creek - Private Provider Inspections

Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES is conducting private provider inspections in the Bent Creek subdivision. Robert serves as Electrical Inspector.

Celebration Pointe - Private Provider Inspections & Plan Review

Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES is conducting private provider inspections and plan reviews. Robert serves as Electrical Inspector.

Tradewinds at Hobe Sound aka Heron Pointe

Hobe Sound, FL

As consultant to The PRC Group Construction, UES is conducting materials testing and inspections. Robert serves as Electrical Inspector.

Lost Tree - Private Provider Inspections

Vero Beach, FL

As consultant to Ryan Homes, UES is conducting private provider inspections for the Lost Tree subdivision. Robert serves as Electrical Inspector.

GFA International, Inc. dba Universal Engineering Sciences

Robert serves UES' Port St. Lucie location as an Electrical Inspector.

Bentz Electrical Consulting (2013-2022)

Robert provided consulting services to owners, contractors, and construction managers. His consulting expertise includes estimating, value engineering, plan reviews, and electrical inspections.

Bentz Electrical Contractor (1971-2013)

As business owner, Robert conducted electrical scopes of work for various environments, including residential, multi-family, commercial and industrial projects. The firm's expertise included installation of high voltage electrical equipment as well as distribution components.

Luis A. Martinez, BN, BU, PX

Building Inspector

Luis' industry experience includes over 39 years in the construction industry. He maintains Florida licensing as a Standard Inspector, Building Code Administrator, and Plans Examiner, and also holds various certifications, including ICC and FEMA disciplines. His repertoire includes serving various municipalities within their respective building departments.

Years of Experience

39

Expertise

- Coordination of FEMA-required Damage Assessment

Licenses

- Standard Inspector - #BN369
- Plans Examiner - #PX881
- Building Code Administrator - BU #1233

Certifications

- ICC - Building Code Official
- ICC - Plumbing Code Official
- ICC - Mechanical Code Official
- ICC - 1&2 Family Residential Inspector
- FEMA (NIMS) Training Certificates (100, 200, 300, 400 and 700 Series)

EMPLOYMENT HISTORY/ PROFESSIONAL EXPERIENCE

GFA International, Inc. dba Universal Engineering Sciences (May 2023-present)

Luis serves UES' Port St. Lucie location as a Building Inspector, Building Code Administrator, and Plans Examiner.

Building Official - Town of Indian River Shores (April 2020-May 2023)

Indian River Shores, FL

As Building Official, Luis planned and directed the regulation and inspection of building construction, electrical, mechanical and plumbing installations; and directed enforcement of related federal, state, and local laws. He participated in technical work reviewing all types of construction drawings, plans, and specifications to ensure compliance with applicable codes and ordinances. He also oversaw inspections prior to the issuance of construction permits, Certificates of Occupancy, and Certificates of Completion. He directed and conducted field inspections to assure compliance with applicable building codes, federal, state, and local laws and rules, and maintained knowledge of code changes affecting building system installations. Further, he reviewed and examined various construction plans covering residential and commercial construction (for compliance with local laws and ordinances, and State and Federal Laws, Statutes, and Codes). Luis also interpreted, explained, and discussed codes and regulations with contractors, design professionals, and homeowners. Additionally, he monitored inspector training and certification records to ensure that all inspectors maintained requisite specialty licenses and required training for license renewal.

Zoning Administrator - City of Anderson, SC (May 2018-March 2020)

Anderson, SC

As Zoning Administrator, Luis was responsible for review and enforcing all City zoning ordinances, engaging with the public to discuss zoning violations, and representing the City on matters of zoning and code enforcement in compliance court. He also collaborated with other departments and public officials to provide zoning interpretations, and assisted in writing staff reports for the Zoning Board of Appeals.

Building Official - City of Lake Worth, FL (May 2018-March 2020)

Lake Worth, FL

While employed by the city of Lake Worth, Luis gained extensive experience as a Building Official, where he provided final interpretations of building codes, statutes, and ordinances, offering guidance to contractors, builders, and the public on compliance with City policies and procedures. He recommended updates and prepared revisions to construction codes to maintain current standards. Luis managed technical and administrative staff, overseeing the enforcement of building codes and business tax certificate regulations. His responsibilities included scheduling and assigning work, monitoring progress, conducting performance evaluations, preparing the division's budget, and

ensuring expenditures were aligned with financial plans. He established operational policies for the Building Services Division, developed regulations for enforcing business tax certificates, and advised the City Manager and Director of Sustainability on matters related to building codes and ordinances. Additionally, Luis worked closely with the City Attorney's Office on legal cases involving code enforcement, served as the City's representative to the Building Board of Adjustment and Appeals, and provided staff support to the board.

Chief Plans Examiner - City of West Palm Beach, FL (July 1998-June 2013)

West Palm Beach, FL

As the city's Chief Plans Examiner, Luis supervised and coordinated a team of up to 12 plans examiners, ensuring the accurate review of blueprints to confirm compliance with applicable codes, laws, ordinances, and standards prior to issuing permits. He interpreted, administered, and enforced the Florida Building Code while effectively communicating with City officials, department directors, building inspectors, property owners, government agencies, private sector stakeholders, and the public regarding plans and code requirements for proposed projects. Luis also directed and implemented Building Department functions for the City of Lake Worth under an interlocal agreement with West Palm Beach. His responsibilities included assisting with business tax and license processing, supervising and supporting Building Permit Clerks, conducting interviews and hiring recommendations, and training new Plans Examiners. Additionally, he performed building inspections when necessary, completed general clerical tasks, and participated in conferences, seminars, workshops, and training sessions to stay updated on industry practices.

Plans Examiner - City of West Palm Beach, FL (October 1994-July 1998)

West Palm Beach, FL

As the city's Plans Examiner, Luis reviewed construction drawings to ensure compliance with applicable building, accessibility, zoning, energy and related codes; issued building permits. He met with designers to discuss interpretations and applications of the building code, and assisted with team projects for other city departments.

Building Inspector - City of West Palm Beach, FL (February 1992-October 1994)

West Palm Beach, FL

As a city Building Inspector, Luis was responsible for conducting inspections of construction, alterations, repair, remodeling or demolition of structures and the installation of building systems, when permits are required to ensure the requirements of the Florida Building Code and public safety statutes and ordinances have been satisfied.

Code Enforcement Supervisor - City of West Palm Beach, FL (January 1990-February 1992)

West Palm Beach, FL

In this role, Luis led and supervised code enforcement teams. He was responsible for investigating complaints about nuisance properties (to determine whether condemnation conditions existed), and wrote and followed up on condemnation orders to be presented for action by the Building Board of Adjustment and Appeals.

Code Enforcement Officer - City of West Palm Beach, FL (March 1988-January 1990)

West Palm Beach, FL

Utilities Customer Service Representative - City of West Palm Beach, FL (October 1986-March 1988)

West Palm Beach, FL

Water Meter Reader - City of West Palm Beach, FL (June 1983-October 1986)

West Palm Beach, FL

Michael Keenan, CBO, BN, BU, PX, RPX

Building Inspector

As a recent addition to UES' Port St. Lucie Building Inspections Department, Mr. Keenan lends nearly four decades of extensive experience in residential and commercial new construction and remodeling projects, with a strong background in plan review and inspection across various disciplines including structural, mechanical, electrical, and plumbing. His expertise extends to a wide range of construction types, including residential, commercial, industrial, schools, fire department buildings, antenna towers, hotels, apartment buildings, marinas, fuel dispensing stations, retail spaces, assisted living facilities, parks and recreation areas, and water treatment facilities. Mr. Keenan also served as an acting building official, where he successfully implemented policy changes within the local government. Additionally, he played a pivotal role in facilitating an interlocal agreement that combined the inspection and plan review services of two municipalities.

Years of Experience

39

Licenses

- Standard Inspector - FL#BN6687
- Standard Plans Examiner - FL#PX3693
- Building Code Administrator - FL#BU2007
- Residential Plans Examiner - FL#RPX310
- Certified General Contractor - FL #CGC1515018

PROJECT EXPERIENCE

Hyatt Hotel
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Boca Raton Regional Hospital
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Boca City Walk
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Gumbo Limbo Nature Center
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Valero Fuel Station
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

McDonalds Restaurant
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Royal Palm Yacht Club
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Toll Brothers
Boca Raton, FL

Mr. Keenan served as the multi-discipline inspector for various projects completed for this national homebuilder.

Bureau Veritas (2021-2023)
Florida

Mr. Keenan served as building inspector 3 for various projects throughout Florida.

City of Boca Raton (2015-2020)
Boca Raton, FL

Mr. Keenan served as building inspector 3.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that GFA International, Inc. dba Universal Engineering Sciences does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

January 6, 2025

Date

AVAILABILITY TO MEET TIME AND AND BUDGET REQUIREMENTS

The project team presented in this proposal, including our field personnel, is committed to being available to serve the City of Fort Pierce whenever called upon. We will highly prioritize this contract, and our team will strive to function as an extension of the organization. We will complete every assignment safely while maintaining our budget and high-quality standards to earn and keep the city's trust.

Due to the nature of our inspection services, many projects vary in duration, ranging from two to four weeks. We can immediately staff projects full-time and have field personnel available for "will call" or intermittent assignments. This flexibility allows us to allocate additional plans reviewers and office support staff (as needed) to ensure we complete assignments promptly, safely, within budget, and with the appropriate resources.

Additionally, UES asserts that assigned personnel will come from existing resources, and we will only entrust experienced, well-qualified personnel to perform our services.

The designated staff will be available to begin the specified projects and continue the work as needed. The dedication of the personnel necessary to staff and complete the various tasks on this contract will not overload our current technical and management staff capacity.

SCHEDULE DEVELOPMENT

Our team will develop reasonable schedules using standard scheduling techniques, including a project network with critical path layouts and milestone planning during the development of the project schedules. During the project's performance, we will make real-time comparisons against the planned project schedule to monitor the project's progress. We will monitor and investigate any variances between the planned and actual schedules to determine if any issues are occurring.

We will initiate corrective action when we encounter concerns. When we identify project cost or schedule issues, the contract manager will characterize the extent of the problem and devise contingency plans as appropriate.

Contingencies may include:

- Directing the allocation of additional resources as necessary to accomplish the work in a timely, cost-effective fashion
- Analyzing the schedule logic for a change in sequence of work elements to maintain milestone dates (i.e., expedite up-coming task schedules)
- Establishing new dates for task completions/ milestones after consultation and approval

These corrective actions will enable UES to meet established performance goals. UES' network of offices located throughout Florida allows for rapid mobilization to project locations, minimizing travel time. All management and field personnel also have smartphones, allowing for frequent updates during critical work phases. Additionally, our staff have access to laptop computers, enabling the implementation of last-minute changes to the scope as necessary.

Our staff strives to develop and drive realistic project schedules for every task we receive.

As thorough as this process is, UES never forgets that many clients require expedited services due to tight schedules. Whether it is speed-to-market demands or site viability, UES will waste no time providing the professional services necessary for the City of Fort Pierce to make decisions based on our results.

Understanding the City's Needs

With UES' dedicated plans review staff, the City of Fort Pierce may expect deliverables and reports provided as scheduled.

As noted, UES is well versed in providing expedited service to meet time constraints for various situations, such as life safety code upgrades and scheduling/prioritizing of maintenance. We will accommodate the City's scheduling needs, and complete the plans reviews described in the Scope of Services as the City requires.

teamues.com

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467- 3102	**RFP No: 2025-012**
Pre-Proposal Conference Date: **N/A**	**RFP Title: ANNUAL CONTRACT FOR PLAN REVIEW SERVICES**
Pre-Proposal Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, TUESDAY, JANUARY 21, 2025**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: **----------** **Mailing Address:** **----------** **----------** **----------**	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

1	GENERAL INFORMATION	1
2	DELAYS	1
3	EXECUTION OF BIDS	1
4	NO BID	1
5	PROPOSAL OPENING	1
6	TAXES	2
7	DISCOUNTS	2
8	MISTAKES	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	3
11	ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION	3
13	ADDENDUM	4
14	DISPUTES	4
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS	4
17	DRUG FREE WORKPLACE	4
18	MINORITY/WOMEN OWNED BUSINESS ENTERPRICES	5
19	PUBLIC ENTITY CRIMES	5
20	AWARD	5
21	EEO STATEMENT	5
22	CONTRACTUAL AGREEMENT	5
23	GOVERNMENTAL RESTRICTION	6
24	PATENTS AND ROYALTIES	6
25	ADVERTISING	6
26	ASSIGNMENT	6
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	6
28	FACILITIES	7
29	REPRESENTATION	7
30	DISQUALIFICATION OF BIDDER	7
31	ADJUSTMENTS/CHANGES/DEVIATIONS	7
32	INSURANCE	7
33	PUBLIC RECORDS	7
34	PROPOSER REPRESENTATION	8
35	COOPERATIVE PURCHASING	8
36	CANCELLATION	8

SECTION II INSURANCE REQUIREMENTS 9

SECTION III – INSTRUCTIONS TO PROPOSERS 12

1	PROPOSAL OPENING	12
2	SUBMISSION OF PROPOSALS	13
3	MANDATORY PROPOSAL CONFERENCE	13
4	INQUIRIES/QUESTIONS	13
5	INSTRUCTIONS FOR PREPARING PROPOSALS	13
6	SUBMISSION REQUIREMENTS	14

7	EVALUATION METHOD	15
4	INSTRUCTIONS FOR PREPARING PROPOSALS	13
5	SUBMISSION REQUIREMENTS	14
6	EVALUATION METHOD	15
7	REQUEST FOR ADDITIONAL INFORMATION	16
8	CERTIFICATE OF INSURANCE	16
9	BUSINESS TAX RECEIPT	16
10	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM	16
11	REFERENCES	16
12	PROPOSAL PREPARATION COST	16
13	MINORITY PARTICIPATION AND OUTREACH PROGRAMS	16
14	INDEMNIFICATION	16
15	LICENSES	17
16	ACCURACY OF QUALIFICATION INFORMATION	17
17	PROHIBITION AGAINST CONTINGENT FEES	17

SECTION III – STATEMENT OF WORK **18**

1 SCOPE OF WORK 18

SECTION IV – STANDARD FORMS 23

DRUG-FREE WORKPLACE 24

W-9 INDENTIFICATION NUMBER AND CERTIFICATION 25

REFERENCE 26

PROPOSAL PRICING SHEET 27

PROPOSER'S CHECKLIST 28

APPENDICES- -SUPPLIERS INSTRUCTIONS – ELECTRONIC BIDDING INSTRUCTIONS 29

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted in accordance with the instructions as outlined in the document will be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer's Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of additional error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 12. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City

will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing Division. Proposer who obtain Proposal Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY / WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City

reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer’s facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER REPRESENTATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-439 (a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Vendor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. As evidence of compliance with the insurance required herein, Vendor shall furnish the City of Fort Pierce with:

Commercial General Liability

The Vendor shall maintain and, prior to commence general liability insurance and provide proof of Insurance to the City of the Pierce to include:

1.	General Aggregate	$1,000,000.00
2.	Products completed operations Aggregate	$1,000,000.00
3.	Personal and Advertising Injury	$1,000,000.00
4.	Each Occurrence	$1,000,000.00

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal and include City and its members, officials, officers and employees as an additional insureds on a form no more restrictive than ISO Form CG 2010 (Additional Insured-Owner, Lessees, or Contractors).

Workers' Compensation and Employers Liability:

The Vendor shall maintain and, prior to commence of this contract, provide the City with satisfactory evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $1,000,000 for each accident and disease. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

Automobile Liability Insurance:

The Vendor shall maintain and, prior to commence of this contract, provide the City with satisfactory evidence of automobile liability insurance providing coverage no more restrictive than that provided by the standard Business Auto Policy (ISO Form CA 00 01), without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Limit shall be no less than $1,000,000 each occurrence. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

Satisfactory evidence of compliance with the insurance required shall include one of the following forms of acceptable evidence of insurance:

1.
   a. Fully completed satisfactory Certificate of Insurance evidencing all coverage required; and
   b. A copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying the inclusion of the City and the City's members, officials, officers, and employees as additional insureds in the Commercial General Liability; and
   c. A copy of the actual endorsement for each required policy which provides that the City will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insured(s).

2. The original of the policy(ies); or

3. Other evidence satisfactory to the City.

   (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City of Fort Pierce and its members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
   (b) the original of the policy(ies); or
   (c) other evidence satisfactory to the City of Fort Pierce.

Neither approval nor failure to disapprove insurance furnished by Vendor shall relieve Vendor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. <u>Certificate Holder</u>

City of Fort Pierce
Attention: Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

2. <u>Additional Insured for General Liability</u>

City of Fort Pierce and its members, officials, officers and employees

SECTION III

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL OPENING

Proposals are due on or before **3:00 PM, Tuesday , January 21, 2025.**

2. SUBMISSION OF PROPOSALS

Proposal response may be submitted in One (1) original and one (1) or electronically**.** Please see below instructions for submitting your RFP response.

2.1 HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to the address below:

2.1 OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided, see Appendices section of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Proposal Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Proposals mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:	**Mailing Address:**
City of Fort Pierce	**City of Fort Pierce**
Attn: Purchasing Division,	**Attn: Purchasing Division,**
Room 101	**Room 101**
100 North U.S. #1	**P.O. Box 1480**
Fort Pierce, FL 34950	**Fort Pierce, FL 34954-1480**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries must be in a written format and addressed to City of Fort Pierce Facilities Manager with a copy to the Purchasing Manager:

TO
Paul Thomas
Building Official
100 North U.S. Hwy. 1
Fort Pierce, FL 34954-1480
Fax: 772-489-3194
Email: pthomas@cityoffortpierce.com

COPY
LaTonya Hubbard
Purchasing Agent
100 North U.S. Hwy. 1
Fort Pierce, FL 34950
Fax: 772-467-3848
Email: purchasing@cityoffortpierce.com

a. No inquiries will be received no later than **5:00 PM, January 14 , 2025.**

4. INSTRUCTIONS FOR PREPARING PROPOSALS

4.1 GENERAL

The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The proposer must submit a response complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.
The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately.

It is expressly understood that the Evaluation Committee's preference/selection of any proposal does not constitute an award of a contract with the City of Fort Pierce. It is further expressly understood that no contractual relationship exists with the City of Fort Pierce until a contract has been formally executed by both the City of Fort Pierce, and the selected Proposer. It is further understood, no Proposer may seek or claim any award

and/or reimbursement from the City of Fort Pierce for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

5. SUBMISSION REQUIREMENTS

The proposal shall be submitted in a concise, organized format divided by the following seven (7) tabs:

A. Letter of Transmittal

This letter will summarize in a brief and concise manner, the proposer=s understanding of the Scope of Work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed two pages in length.

B. Organization Profile and Qualifications

This section of the proposal must describe the proposer, including the size, range of activities, etc. The proposer must emphasize its expertise in, and experience with, similar programs. The proposal must identify the primary individuals responsible for supervising the work. The proposer shall provide the City of Fort Pierce with the resumes of the primary individuals. The proposal must also include recent and pertinent references, including contact name, telephone number, and address.

C. General Information

The RFP shall include general information regarding the firm=s experience relative to visitor tourism and marketing.

D. Certificate(s)

Certificate(s) of authorization to offer professional services from the Florida Department of Professional Regulation, and proof of authorization to transact business in the State of Florida must be included in RFP.

E. Financial Data

Pertinent data, which demonstrates the Offeror's Corporate capability to successfully perform. Shall include information on the financial stability of the firm; e.g. annual financial reports and statements, Dunn and Bradstreet and/or other credit bureau ratings. Proprietary information shall be submitted with the RFP package and under separate cover. Information not submitted under separate cover and not labeled proprietary shall be Public Information in accordance with State Statutes.

F. Scope of Work

This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities and work products.

G. Additional Data

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal.

6. EVALUATION METHOD

6.1 The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposal and Proposers. The City's decisions will be final.

6.2 The City of Fort Pierce shall appoint an Evaluation Committee to review and evaluate all submitted proposals and establish a list in order of preference of no fewer than three Proposers deemed to be the most qualified to provide the service requested based on the criteria set for below. The ranking of Proposals will be at the sole discretion of the Evaluation Committee and any protests by any Proposer that is not selected will not be considered.

6.3 EVALUTION CRITERIA

The City's evaluation criteria will include, but shall, the following:

	EVALUATION CRITERIA	WEIGHT
1	Experience and ability of the proposed primary firm	20
2	Facilities equipment and capabilities	10
3	Quality of their product compared to others	5
4	Past performance of the primary firm	10
5	Willingness and ability to meet time and budget requirements	10
6	Price	40
7	Location	5
	Maximum Points	100

6.4 The City of Fort Pierce reserves the right to negotiate a contract with the highest evaluated proposer as determined by the Evaluation Committee. The City of Fort Pierce reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City of Fort Pierce reserves the right to begin negotiations with the second highest qualified proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for final selection and award of a contract rests solely with the City of Fort Pierce.

7. REQUEST FOR ADDITIONAL INFORMATION

The proposer shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

During the proposal evaluation, the City of Fort Piece reserves the right to request additional written information to assist in the evaluation of these qualifications.

8. CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS

8.1 CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with Bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

8.2 BOND REQUIREMENTS

Bonds will not be required.

9. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your submittal.

10. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposers will be required to return a completed W-9 Taxpayer Identification Form with your submittal.

11. REFERENCES

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) Customer references are required for this Bid. References should include name of the customer, address, contact person and telephone number.

12. PROPOSAL PREPARATION COST

The cost to prepare the proposal in its entirety shall be the full responsibility of the proposer.

13. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non- discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

14. INDEMNIFICATION

The parties recognize that the Proposer is an independent Contractor. Proposer agrees to assume liability for and indemnify, hold harmless, and defend The City of Fort Pierce, its commissioners, mayor, officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or

indirectly out of or in connection with any negligent and/or deliberate act or omission of the Proposer, its officers, employees, agents, and representatives. Proposer's liability hereunder shall include all attorney's fees and costs incurred by The City of Fort Pierce in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against The City of Ft. Pierce and the Proposer hereby waives its entitlement, if any, to immunity under Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability The City of Fort Pierce may have under the doctrine of sovereign immunity or Florida Statutes.

15. LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida & the City of Fort Pierce prior to the signing of a contract. Should the Proposer not be able to obtain licenses and certifications, then contract negotiations will be terminated. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, the City of Fort Pierce, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.

16. ACCURACY OF QUALIFICATION INFORMATION

Any Proposer which submits in its proposal to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

17. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Proposer to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION IV

STATEMENT OF WORK

1. The City of Fort Pierce is requesting proposals from qualified firms who can provide residential and commercial building plan review services to augment the City's responsibility for enforcement of the Florida Building Code and applicable related regulations, laws and rules on building projects within the City of Fort Pierce.

2. The intent of this contract is to have available multiple firms under contract with qualified staff with guaranteed hourly rate pricing. Therefore, this contract will be awarded to multiple suppliers.

3. Plan Reviewers shall hold standard certification in the review disciplines required for performing said services in accordance with Florida Statute Chapter 468 to include Building, Mechanical, Electrical, Plumbing and Residential disciplines. **Certification information for all applicable personnel shall be included in vendor's response.**

4. Plan reviewers will examine permit documents and construction plans for compliance with Florida Building Codes and related regulations, laws and rules; and grant approvals if found in compliance with said building codes and regulations, as well as provide written comments, with applicable code sections if found not in compliance .

5. Plan reviewers shall have the necessary tools, equipment, cell phone and vehicle to perform plan review services.

6. Plans submitted to the City and provided to the Plan Reviewer for review may be provided in physical printed format and/or electronic format through the City's web-based electronic plan review system.

7. Work may be performed at the City Building Department, at the firm's location, or virtually if supported by the firm, dependent upon the work to be done. The City will process the initial intake and may offer expedited services to the customer using a contracted firm for certain tasks. All work will be done on an hourly basis and hours charged for expedited services cannot exceed the allowable number of hours for each task that would normally be incurred if City Building department staff performed the same work.

8. The Successful Proposer will appoint one of their employees as the key contact for approval by the City.

9. Plan review, whether electronic or physical, must be performed within the time limits imposed by State Statute.

10. Electronic reviews will be assigned to the City's electronic permitting system and plan reviewers and/or professional firm staff will be required to result the reviews and make all

necessary comments in the electronic permitting system. Software and associated license fees will be provided by the City.

11. Reviewers are expected to communicate in a professional, courteous, and respectful manner. The use of abusive, foul, obscene, offensive language and/or gestures is prohibited. Complaints may be investigated by City management and/or professional firm management. Repeated substantiated complaints, or single egregious events may result in the reviewer being banned from performing reviews in the City.

12. It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this request for bid, will include the entire effort required of the bidder to provide the service described.

COMPENSATION AND BILLING

1. Service invoices shall be billed monthly at a contracted hourly rate that shall represent the total compensation for services.

2. Invoices for services must identify each person for which services were performed and the total number of hours per month.

CONTRACT TERM

1. The period of this Agreement shall be for twelve (12) months. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months.

2. The agreement may be terminated prior to the expiration of the term for any reason upon thirty (30) days ' written notice.

3. The agreement shall automatically and immediately terminate should the individual(s) performing services no longer maintain certifications required.

4. Refunds and/or reduction in permit fees as a result of failing to comply with review timelines imposed by State Statute will be deducted from the firm's invoiced amount.

5. The Building Director for the City shall be considered the authority having jurisdiction for purposes of interpretation and enforcement of the Code. If/when a conflict of interpretation arises between the City and bidders' firm, the Building Director of the City shall make the final ruling.

6. If, in the opinion of the Building Director, the code has been incorrectly applied/enforced or upon confirmation of a violation of Scope of Work, Item 12, the fee for services provided for that review shall be refunded to the City.

7. The agreement may be terminated should the firm exceed review timelines imposed by State Statute three times in anyone-month period.

PROPOSER REQUIREMENTS

1. The Proposer shall be responsible for pre-screening, testing evaluation, recruitment, background checks and disciplinary actions associated with contracted temporary workers under this contract.

2. The Proposer shall provide a detailed company background showing its ability to ensure, meet and provide the described services to the City. A listing of projects of a similar nature within the last five years which includes a brief description of each project, the name of the client and terms of agreement should be included.

3. The Proposer shall be responsible for the administration and maintenance of all employment and payroll requirements.

4. The Proposer shall include copies of all applicable certifications and licenses for each person who may be assigned to work under this agreement.

5. The Proposer shall include an hourly rate as the fee for performance of the required services.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSAL

PROPOSAL FORMAT AND SUBMISSION

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.

A. RULES FOR PROPOSALS

The proposer must name all persons or entities interested in the proposal as principals. The proposer must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

The City does not guarantee a minimal amount of work or compensation for any of the Respondents selected for contract negotiations, and the City reserves the right to seek additional assistance from other firms if the City finds this to be in the City's best interest.

B. PROPOSAL FORMAT

Proposer shall prepare their proposals using the following format:

Section 1: Transmittal Letter

This letter will summarize in a brief and concise manner the Proposer's understanding of the Scope of Work and make a positive commitment. The letter must name all persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal. **An authorized agent of the firm shall sign the transmittal letter.**

Section 2: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: City of Fort Pierce website, http://www.cityoffortpierce.com/187/Purchasing and Demandstar by Onvia website, https://www.demandstar.com. It is the vendors' responsibility to periodically visit the web page(s) for addenda, before the due date and before submitting a proposal.

Section 3: Business Requirements

A. W-9 Form **(see Section VI Forms)**

B. Provide copy of a current valid business license. Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) that is required to conduct business at your location.

Section 4: Qualifications/Experience

The following information shall be provided to allow the City to determine whether the proponent is qualified to perform the work specified.

A. Address in detail the firm's ability and experience in the provision of similar services.

B. Listing of projects of similar nature within the last five (5) years, which includes a brief description of each project, the name of the client and term of agreement shall be included.

C. Provide copy of all licenses required to perform the requirements of the services in the RFP specifications, to work under this agreement.

D. Provide the company's State of Florida license for each person who may be assigned to work under this agreement.

Section 5: References

Provide at least two (2) clients with similar projects work has been performed within the last five (5) years. **(see Section VI~ Forms, Reference Check Form)**

Section 6: Cost Proposal

Complete and include the Proposal Pricing Form **(see Section VI~ Forms)**.

Section 7: Additional Data

Include any completed forms in Section VII, that are not associated with any of the previous sections listed above, and any additional information that the Proposer considers pertinent for consideration should be included in this section of the proposal.

SECTION VI
STANDARD FORMS

The forms listed in this section are to be complete and submitted with your proposal.

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Proposer's Signature

_____
Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

REFERENCES

RFP NO. 2025-012
ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name	**Name**
Contact:	**Contact:**
Address:	**Address:**
Telephone:	**Telephone:**
Email:	**Email:**
Name	
Contact:	
Address:	
Telephone:	
Email:	

PROPOSAL PRICING FORM
RFP NO. 2025-012 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: _____ for the requested services, in accordance with the agreements and specifications contained in RFP No. 2025-012.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform plan review services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. _____ • Full-Time Plan Reviewer	**BLDG, M,E, or P** **1 + 2 Family** **Multi** _____	**$ per hour** **$ per hour** **$ per hour**
2	• Perform plan review services. • Per Plan reviewer: In excess of 40 hours per week.	**1 + 2 Family**	**$ per hour** **$ per hour** **$ per hour**
3	• Perform plan review services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. _____ • Part time plan reviewer	**1 + 2 Family**	**$ per hour** **$ per hour** **$ _____ per hour**
4	• Perform plan review services. • Pre Plan Reviewer On an needed basis • As needed Plan Review	**1 + 2 Family**	**$ _____ per hour** **$ _____ per hour**

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	_____	_____
Include proof of proper licensing as stated in proposal documents.	_____	_____
Include proof of proper insurance as stated in proposal documents.	_____	_____
Did you include a list of all materials and equipment to be used in providing the service?	_____	_____
Is Drug-Free Workplace form signed and enclosed?	_____	_____
Proposal envelope is marked accordingly	_____	_____
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?	_____	_____
Disregard, if you are going to utilize the electronic submission option.	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH PROPOSAL _____

APPENDICES

DemandStar Instructions
How to use E-Bidding

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 4.3.25

RECOMMENDATION FOR AWARD

Solicitation No: 2025-012

Solicitation Title: Annual Contract for Plan Review Services

Solicitation Advertisement: 12/16/24, 12/23/24

Solicitation Due Date: 1/21/25

Award Authority:
- [x] **City Commission**
- [ ] **City Manager**
- [ ] **Purchasing Manager**
- [ ] **Director of Finance**
- [ ] **Planning Board**
- [ ] **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Karen Murphy, Exec. Asst.

Through: Paul Thomas, CBO, CFM

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: GFA dba Universal Engineering Sciences

Initial Term Amount: $ 100,000.00

Contract Terms, if applicable: One-year contract with two (2) optional one-year renewals.

Award is based on the following concurrence (s):

They scored the highest in the ranking, additionally we have used them before successfully, and they are also a local company.

April 1, 2025

RFP NO. 2025-012
ANNUAL CONTRACT FOR PLAN REVIEW SERVICES
CUMULATIVE EVALUATION MATRIX

RESPONDENTS	Venetia Barnes	Shaun Coss	Paul Thomas	TOTAL
C.A.P. Government, Inc. *(Coral Gables, FL)*	65	72	67	**204**
Diversified Building Department Management *(Juno Beach, FL)*	84	92	75	**251**
Eastern Engineering Group Company *(Doral, FL)*	45	52	42	**139**
GFA International, Inc. dba Universal Engineering Sciences *(Port St. Lucie, FL)*	89	95	90	**274**
Shums Coda Associates, Inc. *(Pleasanton, CA)*	62	56	50	**168**
Willdan Engineering *(Orlando, FL)*	89	82	80	**251**

CRITERIA	POINTS
Experience and Ability of the Proposed Primary Firm	**20**
Facilities Equipment and Capabilities	**10**
Quality of Their Product Compared to Others	**5**
Past Performance of the Primary Firm	**10**
Willingness and Ability to Meet Time and Budget Requirements	**10**
Price	**40**
Location	**5**
TOTAL	**100**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO: **Paul Thomas, Building Official**

FROM: **Madison White, Purchasing Agent** *Madison White*

SUBJECT: **RFP No. 2025-012 – Annual Contract for Plan Review Services**

DATE: **January 27, 2025**

On December 5, 2024, the Purchasing Division received specifications to go out for bid on the above subject proposal. The proposal was advertised on December 16 and 23, 2024, with a scheduled opening at 3:00 PM on January 21, 2025. Attached is the tabulation sheet for the above referenced proposal and the submittal checklist. A copy of each submittal received will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 631 vendors. Twenty (20) vendors requested specifications with six (6) responding (30.00%) 0 "No Bid" (30.00 % total responses).

Please note that additional forms have been requested from all proposers, as this requirement was not outlined in the original bid document. However, the request for these forms should not hinder you from beginning the evaluation process. The Purchasing Team has reviewed all submissions and has provided an RFP Response Checklist to assist you in evaluating the submittals.

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposals received are responsive to RFP requirements, ranked, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposals.

The members of the Evaluation Committee will need to be identified as well as scheduling of the **initial meeting**. It is my recommendation that a committee of three or five members are selected with you acting as Team Leader. A representative from Purchasing will serve as the Committee Liaison and should be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided copies of each submittal.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **March 17, 2025**, which is the expiration date of the proposal and responses.
/mw

Attachments: Bid Tabulation and Submittal Response Checklist

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**ANNUAL CONTRACT FOR PLAN REVIEW SERVICES**
RFP NUMBER:	**2025-012**
DATE:	**1/21/25**
RECOMMENDED AWARD:	**Pending**

RESPONSE
6 of 20 = 30.00%
0 "No Bids"
Total = 30.00%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR	
Apex Compliance Inc. *Meadow Vista, CA*	NONRESPONSIVE
C.A.P Government, Inc. *Coral Gables, FL*	
Diversified Building Department Management *Juno Beach, FL*	
Eastern Engineering Group Company *Doral, FL*	
GFA International, Inc. dba Universal Engineering Sciences *Port St. Lucie, FL*	
Shums Coda Associates, Inc. Pleasanton, CA	

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Willdan Engineering Orlando, FL	
VCA Code Orange, California	**NONRESPONSIVE**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

City Commission Regular Meeting - 5:05 PM **11. E.**

Meeting Date: 06/16/2025

Re: Approval to Award RFQ 2025-009 for annual contract for Community Rating System (CRS) and Climate Resilience Support Svcs

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval to award RFQ 2025-009 for the annual contract for Community Rating System (CRS) and Climate Resilience Support Services to TetraTech, Inc. of Stuart, Florida for an amount of up to $100,000.00 annually.

SUMMARY:

The Community Rating System (CRS) score affects the whole city. The score the City receives, along with compliance with requirements, can mean lower insurance costs citywide. The Building Department works diligently to maintain a good score, but the City would benefit further with the assistance of professionals specializing in the expertise to excel in this area. The City is also interested in undertaking additional climate resilience initiatives. In order to achieve these goals, the Building Department offered RFP 2025-009, which was sent to 959 vendors. Twenty-seven (27) vendors requested specifications with four (4) responding (14.81%) 0 “No Bid” (14.81 % total responses). The selection meeting date was February 3, 2025. The selection committee evaluated each bid and considered the following: Experience and ability of the firm; Facilities, equipment, capabilities; Quality of product compared to others in the marketplace; Past performance of the primary firm; Willingness to meet time and budget; Price; and Location. Terta Tech, Inc. of Stuart, Florida achieved 244 points out of 300 points, Chen Moore and Associates of West Palm Beach, Florida had 221 points, CoastalWide LLC of Vero Beach, Florida had 207 points, and Goodwyn Mills Cawood of Sarasota, Florida had 151 points.

RECOMMENDATION:

Staff recommends approval to award RFQ 2025-009 for the annual contracted Community Rating System (CRS) and Climate Resilience Support Services to Tetra Tech of Stuart, Florida in an amount up to $100,000.00 annually.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Assistant Director of Building

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 4202902-534900
Amount: $100,000.00
OTHER INFORMATION:
42022902-534900 Building Department Service Funds

Attachments

Cumulative Evaluation
Request for Proposal 2025-009
Bid Tabulation Memo 2025-009
Tertra Tech, Inc. Submittal
Recommendation to Award

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	05/22/2025 09:35 AM
City Manager	Richard Chess	05/23/2025 10:35 AM
Finance Department	Karen Logue	06/06/2025 02:23 PM
Form Started By: Coleen Hanson		Started On: 05/21/2025 09:55 AM
Final Approval Date: 06/06/2025		

April 2, 2025

RFQ NO. 2025-009
COMMUNITY RATING SYSTEM (CRS) AND CLIMATE RESILIENCE PROFESSIONAL SUPPORT SERVICES
CUMULATIVE EVALUATION MATRIX

RESPONDENTS	Venetia Barnes	Shaun Coss	Kristie Kirstein	TOTAL
Chen Moore and Associates *(West Palm Beach, FL)*	65	73	83	**221**
CoastalWide LLC *(Vero Beach, FL)*	85	52	70	**207**
Goodwyn Mills Cawood *(Sarasota, FL)*	50	45	56	**151**
Tetra Tech, Inc. *(Stuart, FL)*	73	83	88	**244**

CRITERIA	POINTS
Executive Summary: Details how firm plans to provide their services based on the specifications and scope of work provided in this solicitation.	**10**
Qualifications of Company: Includes company qualifications, introduction, and company information.	**25**
Personnel: Personnel qualifications	**30**
Services/References: Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	**35**
TOTAL	**100**

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467- 3102	**RFQ No: 2025-009**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: COMMUNITY RATING SYSTEM (CRS) AND CLIMATE RESILIENCE PROFESSIONAL SUPPORT SERVICES (REBID)**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, MONDAY, FEBRUARY 3, 2025**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the proposer.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation** _____ **Partnership** _____ **Proprietorship** _____	**Title:**
Incorporated in the State of: **Year:**	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1	GENERAL INFORMATION	1
2	DELAYS	1
3	EXECUTION OF PROPOSALS	1
4	NO PROPOSALS	1
5	BID/PROPOSAL OPENING	2
6	TAXES	2
7	DISCOUNTS	2
8	MISTAKES	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	3
11	ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION	3
13	ADDENDUM	4
14	DISPUTES	4
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS	4
17	DRUG FREE WORKPLACE	4
18	MINORITY/WOMEN OWNED BUSINESS ENTERPISES (MWBE)	5
19	PUBLIC ENTITY CRIMES	5
20	AWARD	5
21	EEO STATEMENT	5
22	CONTRACTUAL AGREEMENT	5
23	GOVERNMENTAL RESTRICTION	6
24	PATENTS AND ROYALTIES	6
25	ADVERTISING	6
26	ASSIGNMENT	6
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	6
28	FACILITIES	6
29	REPRESENTATION	7
30	DISQUALIFICATION OF PROPOSER	7
31	ADJUSTMENTS/CHANGES/DEVIATIONS	7
32	INSURANCE	7
33	PUBLIC RECORDS	7
34	PROPOSAL PREPARATION COSTS	7
35	COOPERATIVE PURCHASING	8
36	CANCELLATION	8

SECTION II – INSURANCE REQUIREMENTS **9**

SECTION III – INSTRUCTIONS TO PROPOSERS **13**

1	PURPOSE	13
2	RFQ OPENING DATE	13
3	SUBMISSION OF PROPOSALS	13
4	INQUIRIES / QUESTIONS	13
5	SUBMITTAL REQUIREMENTS	14

6	TERMS OF CONTRACT	14
7	TIME EXTENSION AND CONTINUATION OF WORK	14
8	COMPENSATION / BILLING / INVOICING	15
9	CERTIFICATE OF USE	15
10	BUSINESS TAX RECEIPT	14
11	CERTIFICATE OF INSURANCE	15
12	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM	15
13	E-VERIFY	15
14	ADDENDUM	15
15	RESERVED RIGHTS	16
16	PROFESSIONAL STANDARDS	17
17	APPLICABLE LAWS	17
18	MINORITY PARTICIPATION AND OUTREACH PROGRAM	18
19	TIE BREAKERS	18
20	CONSULTANT'S AUTHORIZED SIGNATURE.	19
21	ACCURACY OF QUALIFICATION SUMMARY	19
22	SPECIAL CONDITIONS	19
23	REQUEST FOR ADDITIONAL INFORMATION	20
24	PROHIBITION AGAINST CONTINGENT FEES	21
25	REFERENCES	21

SECTION IV – STATEMENT OF WORK

1	BACKGROUND INFORMATION	22
2	SUMMARY	22
3	SCOPE OF WORK	22
4	EXPERTISE REQUIRED	23
5	ELIGIBILITY AND MINIMUM QUALIFICATIONS	24
6	PROJECT TERM	24
7	PROJECTS AND WORK ORDERS	25
8	DELIVERABLES	26
9	TIME SCHEDULE AND TIME FRAMES	26
10	PROJECT LOCATIONS	26
11	PERFORMANCE EVALUATION	26
12	LICENSES	26
13	EVALUATION CRITERIA/SCORING	27
14	REJECTION CRITERIA	29

SECTION V – INSTRUCTIONS FOR PREPARING PROPOSALS 31
SECTION V – REQUIRED FORMS **33**

1	SUMMARY OF REQUIRED FORMS	34
2	DRUG-FREE WORKPLACE FORM	35
3	NON-COLLUSION AFFIDAVIT	36
4	PUBLIC ENTITY CRIMES AFFIDAVIT	37
5	E-VERIFY AFFIRMATION STATEMENT	40
6	CERTIFICATE REGARDING SCRUTINIZED COMPANIES LIST	41
7	AFFIDAVIT REGARDING USE COERCION FOR LABOR/SERVICES	42
8	REFERENCE CHECK FORM	44
9	W-9 TAXPAYER IDENTIFICATION FORM	45
10	PROPOSER'S CHECKLIST	46

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE PROPOSER. Bids/Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Bidder/Proposer Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO PROPOSALS

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID / PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: https://www.cityoffortpierce.com/957/Bid-Tabulations

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or

purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 16. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all

addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal package

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City Purchasing Division. Proposers who obtain Proposal Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendums from other sources.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposed. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORKPLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs.

Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, FL.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer’s facilities at any reasonable

time, during normal working hours, with prior notice to determine that Proposer has a Bonafide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors to provide insurance coverage complying with the requirements set forth herein, and will provide the City with evidence of such coverage prior to the commencement of the sub-Contractor's work.

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease - Policy Limit
	$1,000,000	Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

GENERAL LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

AUTOMOBILE LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required, and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as

described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor shall apply on a primary basis to any insurance or self-insurance maintained by the City. Any insurance or self-insurance maintained by the City shall be excess of, and shall not contribute with, the insurance provided by Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

Neither approval by the City nor failure to disapprove insurance furnished by Vendor shall relieve Vendor from responsibility to provide insurance as required by this Agreement.

Vendor shall deliver to the City the required certificate(s) of insurance and endorsement(s) before the City signs this Agreement.

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

At its sole discretion, the City may obtain or renew Vendor's insurance, and the City may pay all or part of the premiums. Upon demand, Vendor shall repay City all monies paid to obtain or renew the insurance. The City may offset the cost of the premium against any monies due Vendor from the City.

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) days' notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(ACCORD) "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

Certificates of Insurance must be completed as follows:

<u>Certificate Holder</u>

City of Fort Pierce
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

<u>Additional Insured</u>
City of Fort Pierce and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. PURPOSE

The City is seeking a qualified consultant team to maintain and improve its CRS Class 6 rating, advance to Class 5, and develop a climate resilience program. The selected team will support ongoing activities related to FEMA's CRS program, flood mitigation, hazard identification, sea level rise adaptation, and regulatory compliance.

2. RFQ OPENING DATE

Qualifications are due on or before **3:00 PM, MONDAY, FEBRUARY 3, 2025.**

3. SUBMISSIONS OF PROPOSALS

Proposal response may **only** be submitted electronically. Please see below instructions for submitting your proposal response.

3.1 OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid).
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

  Copies of the proposal documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

4. INQUIRIES/QUESTIONS

4.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO
Paul Thomas
Building Official
100 North US Highway 1
Fort Pierce, FL 34950
Fax: 772-467-3848
Email: pthomas@cityoffortpierce.com

COPY TO
Gelencia Carter
Purchasing Manager
100 North US Highway 1
Fort Pierce, FL 34950
Fax: 772-467-3848
Email: purchasing@cityoffortpierce.com

4.2 No inquiries will be received no later than, **5:00PM, Friday, January 24, 2025.**

5. SUMBITTAL REQUIREMENTS

It is not necessary to return every page of this document with your proposal response; return
only the pages that require signatures or information requested below:

- Completed Proposer Acknowledgement Cover Page
- All Required Forms (See **Required Forms**, section VI)
- Certificate of Use, (See item numbered 9, below)
- Business Tax Receipt (See item numbered 10, below)
- Proof of Insurance (See item numbered 11, below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Proposal. Failure to return signed addenda may be cause for the Proposal to be considered non-responsive.

6. TERMS OF CONTRACT

A. The period of this Agreement shall be for **three (3) years.** This Agreement may, by mutual written assent of the parties, **be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of up to sixty (60) months.**

B. The agreement may be terminated prior to the expiration of the term for any reason upon thirty (30) days' written notice. The agreement shall automatically and immediately terminate should the individual(s) performing services no longer maintain certifications required.

C. The Building Director for the City shall be considered the authority having jurisdiction for purposes of interpretation and enforcement of the Code. If/when a conflict of interpretation arises between the City and proposers' firm, the Building Director of the City shall make the final ruling.

D. The agreement may be terminated should the firm exceed review timelines imposed by State Statute three times in any one-month period.

7. TIME EXTENSION AND CONTINUATION OF WORK

7.1. TIME EXTENSION

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

7.2. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

8. COMPENSATION / BILLING / INVOICING

All invoices must contain the Purchase Order number, the required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order. Service invoices shall be billed monthly at a contracted hourly rate that shall represent the total compensation for services.

9. CERTIFICATE OF USE

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22. The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use. Certificates of Use are required for all businesses within city-limits occupying commercial locations, home-based businesses and non-profit organizations. If your business is located in the City of Fort Pierce city-limits, please provide a copy of your Certificate of Use with your submittal.

10. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your submittal.

11. CERTIFICATE OF INSURANCE

To do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

12. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

13. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

14. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on

the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

15. RESERVED RIGHTS

15.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

15.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

15.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

15.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is "not responsible," based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the proposer is not capable of performing the contract.

15.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger

contract as a whole. Additionally, at the City's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

15.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

16. PROFESSIONAL STANDARDS

16.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

16.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

16.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

16.4 The successful proposer warrants that it has not employed or retained any company or person, other than a Bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a Bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

16.5. Performance of Contract Holder
It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances

17. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of

Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

17.1. City of Fort Pierce Ordinances

17.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

17.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

17.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

18. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

19. TIE BREAKERS

19.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

19.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

19.3. Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

c. Impose a sanction on or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

d. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

e. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

20. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

21. ACCURACY OF QUALIFICATION SUMMARY

Any Proposer which submits in its proposal to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

22. SPECIAL CONDITIONS

It will be the responsibility of the successful Proposer to supply necessary labor for the completion of services if requested by the City of Fort Pierce. The City, by written notice, may terminate in whole or in part any Contract resulting from this RFQ when

such action is in the best interest of the City If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

It shall be the responsibility of the successful Proposer to maintain Worker's Compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his/her personnel are working on City of Fort Pierce property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The successful Proposer shall furnish the City with a Certificate of Insurance after award has been made prior to the start of any work on City property. Said insurance companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

The City of Fort Pierce reserves the right, before awarding a contract to require a Proposer to submit such evidence of qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City in making the aware in the best interest of the City.

The successful Proposer shall at all times guard from damage or loss of property of the City or of their vendors, Contractors, or Consultants and shall replace and/or repair any loss or damage unless such has been proven to have been caused by the City, other vendors, Contractors, or Consultants. The City may withhold payment or make such deductions as it may deem necessary to insure reimbursement for loss or damage to property through negligence of the successful proposer or his agent.

The City is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this contract involves a project consistent with these goals and objectives. Consequently, the City is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its consultant. Therefore, as

the City's Consultant for this project, the Consultant assures the City that the Consultant, its employees, sub-consultant(s) and assigns will refrain from acting adverse to the City's legitimate interest in promoting the goals and objectives of the project. The Consultant agrees to take all reasonable measures necessary to effectuate these assurances. In the event the Consultant determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the City. Upon such notification, the City, in its discretion, may terminate this Contract.

23. REQUEST FOR ADDITIONAL INFORMATION

The proposer shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate. During the proposal evaluation, the City of Fort Piece reserves the right to request additional written information to assist in the evaluation of these qualifications.

24. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a Bonafide employee working solely for the Proposer to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a Bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

25. REFERENCES

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of two (2) Customer references are required for this Proposal. References should include name of the customer, address, contact person and telephone number.

SECTION IV

STATEMENT OF WORK

1. BACKGROUND INFORMATION

The City of Fort Pierce, Florida is located in St. Lucie County, with an estimated population of 52,000 residents. Fort Pierce is the second largest city in St. Lucie County. The National Flood Insurance Program's (NFIP) Community Rating System (CRS) was implemented in 1990 as a voluntary program for recognizing and encouraging community floodplain management activities exceeding the NFIP's minimum standards, flood insurance rates which are calculated by the Federal Emergency Management Agency's (FEMA) NFIP, are determined in part by the work that each community does to reduce the effects of flooding in the community. The CRS uses a Class Rating system that is similar to fire insurance rating to determine flood insurance premium reductions for residents. The CRS Class Ratings are rated from 10 (no premium reduction) to 1 (45% premium reduction). Each class rating improvement accounts for an additional 5% premium reduction.

2. SUMMARY

This RFQ will be utilized by the City to secure the services of a qualified and experienced consultant team that will work with the City to maintain the current CRS Class 6 rating and assist in advancing to Class 5 in addition to developing and implementing a successful resilience program. The City will select and contract with a firm/muti-disciplinary team that specializes in National Flood Insurance Program (NFIP) Community Rating System (CRS) and is able to bring other professional team members to work with staff to achieve the City's climate resilience and flood mitigation goals. The Consultant team will perform, facilitate, coordinate, and oversee ongoing and future activities related to FEMA's CRS program, hazard identification, flood mitigation, climate resilience planning sea level rise adaptation, regulatory compliance, legal risk analysis and related consulting on an as-needed basis.

3. SCOPE OF WORK

Part One: Assist in maximizing points in our current activities and implementing new activities in order to obtain a class 5 or better during the 2026 cycle visit.

Part Two: Assist in gathering, organizing and providing required documentation to ISO/CRS Specialist on an annual basis.

Organize: Review documentation from the City's previous CRS cycle verification and identify the CRS activities that are currently credited and identify the documentation requirements to maintain the current credit if applicable in the *2017 CRS Coordinator's Manual and the 2021 Addendum to the 2017 CRS Manual.* Identify potential new credit along with the documentation requirements for additional credit under the *2017 CRS Coordinator's Manual and the 2021 Addendum to the 2017 CRS Manual.*

Interviews: Conduct in person meetings with City staff to review the current CRS program and to discuss the additional documentation requirements for the City's CRS cycle verification visit.

CRS Review Report: Provide a report of preliminary findings to the Floodplain Administrator. This report shall include the documentation requirements for the CRS activities discussed during the interview process along with suggestions for activities that the City may want to implement for additional CRS credit.

Implementation: Assist in preparing ordinances, manuals, and procedures in order to implement or maximize CRS credits.

Prepare Documentation for the Cycle Verification: At a time agreed upon by both parties and prior to the 2026 CRS Verification visit, the City will submit, for review, the documentation outlined in the written CRS Review Report. The documentation will be processed and prepared for submission to ISO. It is expected that there will be significant coordination with staff to obtain the documentation in the format that is required by the CRS program. All the collected documentation will be merged to a PDF format that is organized to assure maximum CRS credit by the ISO/CRS Specialist. The completed CRS cycle verification document will be submitted on or before the CRS cycle verification visit date.

CRS Cycle Verification Visit: Attend the CRS cycle verification visit and any required follow up visits.

Follow-up Documentation: If the ISO/CRS Specialist request additional documentation or a modification to the submitted documentation, assist City staff with the follow-up requests until all requests are satisfied.

4. EXPERTISE REQUIRED

Expertise required the by the selected consulting team for Community Rating System (CRS) and Climate Resilience Professional Support Services include:

- Certified Floodplain manager with expertise in the NFIP CRS program and specifically with the Sea Level Rise criteria in 452.b. Watershed Master Plan (WMP).
- Knowledge of water management issues in the City of Fort Pierce and vicinity areas affecting the City with respect to projected climate change impacts, such as coastal/tidal/compound flooding, sea level rise, coastal erosion, shifting ecosystems, nutrient enrichment, elevated water table and the impacts to communities associated therewith.
- GIS-related tasks along with extensive experience in climate change and H&H modeling in Southeast Florida. Expertise in Southeast Florida water resources to perform the required support services or tasks listing in this statement of work.

- Knowledge and experience in climate change impact analysis, public outreach, education and economic analysis specific to climate change adaptation projects.
- Demonstrated, successful experience in the development of sustainability best management practices and how they merge with resilience efforts for local governments in Florida.
- Locally relevant experience with state and federal policy and programs to address the built environment, natural environment, and transportation systems.
- Successful experience in conducting productive public meetings that disseminate information, promote interest and awareness of resilience planning, and receive, track, respond to, and incorporate public comments and inquiries.
- Knowledge and experience in developing and implementing local resilience action plans with consideration of factors such as local economic growth, environmental conservation and how the unique needs and characteristics of the City of Fort Pierce plays a role in such activities.
- Knowledge of existing funding streams (State, federal and non-governmental organizations at a minimum) for resilience-related projects and demonstrated ability to apply for and obtain such grants.
- Ability to analyze and demonstrate the economic dynamics of resilience in terms of both present day and future conditions including the return on investment for specific types of adaptation projects.
- Other CRS and resilience-related tasks as required by City staff.

5. ELIGIBILITY AND MINIMUM QUALIFICATIONS

A. Proposers will be eligible to respond to this Request for Qualifications if the proposing firms demonstrate that they or the principals assigned to the project have successfully completed services similar to those specified in the Scope of Services of this RFQ.

B. Proposers must include as a part of the RFQ submittal, sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFQ.

5.1 Qualifications include at least one member of the team that is:

A. Florida experienced Certified Flood Manager (CFM).

B. An AICP Certified Land Planner, with experience in Florida with local governments.

6. PROJECT TERM

The City intends to award a contract for a three (3) year period starting from the commencement date, with an option for two (2) one-year renewal periods contingent upon satisfactory performance and determination that it's in the City's best interests to renew the contract.

7. PROJECTS AND WORK ORDERS

Purchase orders shall be issued by the City on an as-needed basis. At the time each service requirement is identified, a detailed statement of work and project schedule will be provided to the Consultant. The Consultant shall then provide a detailed level of effort, project, and staffing schedule that conforms to the specific project and schedule requirements. A firm fixed price for that effort will be negotiated based on the pre-determined rate schedule (hourly labor rates and /or unit pricing) included in the contract at the time of contract execution. Depending on the nature of the project, some work orders may be billable on a time and materials basis subject to completion of designated milestones and documentation of hours expended. Payment in all cases will be subject to successful completion of tasks and City acceptance of deliverables and/or project milestones.

No work is authorized until such time as a work order is fully executed by the Parties. Any work provided under a revision or amendment to a work order is not authorized until the amendment is fully executed by the Parties. No minimum quantity of work orders is guaranteed.

Upon completion of each work order, the City's project manager will prepare performance evaluations which will be documented and shared with the consultant. The City will maintain a history of project performance for the Consultant(s) which will become an important factor in the consideration of future work order awards.

7.1 Consultant(s) awarded work orders will include:

- Provide timely delivery of services and resources;
- Screen employees for work orders to ensure they meet required qualifications and check references before recommending to City;
- Supervise consulting and sub-consulting staff; oversee their work and performance;
- Manage the project (timelines, budget, deliverables, contingencies) and track the progress;
- Quality assures all deliverables; ensure written reports are polished and coherent;
- Communicate regularly with City staff/project managers.

The City shall assist the Consultant by placing at the Consultant's disposal all available information pertinent to the Project (Including previous reports and any other relevant documents and date relative to the Project.). The Consultant is ultimately responsible for satisfying itself as to accuracy of any data provided, and furthermore, the Consultant is responsible for bringing to the City's attention, for the City's resolution, any material inconsistencies or errors in such data which come to the Consultant's attention.

8. DELIVERABLES

Deliverables shall be submitted by the Consultant as delineated in the Statement of Work for each work order. The deliverables shall be submitted on or before the date provided in the Schedule of Tasks and Deliverables. The City shall review, comment, reject and/or approve the deliverable as being acceptable.

9. TIME SCHEDULE AND TIME FRAMES

Schedules shall be included in detailed work orders issued under the Contract and shall be based on the number of continuous calendar days following the work order execution date to complete specific tasks of the project. If the City reviews and comments are necessary to proceed with a task, then a specified City review time shall be included in the schedule.

10. PROJECT LOCATIONS

Project locations may be anywhere within the City's boundary and shall be detailed in work orders issued under the Contract.

11. PERFORMANCE EVALUATION

The awarded Vendor(s) will receive a performance evaluation by City Staff on all projects. Projects with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or more frequent intervals as required and a the time of project completion. Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City, to correct all deficiencies in the Consultant's services. All corrections will be made to the satisfaction of the City's Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the agreement without the City being liable for any and all future obligations as determined by the City at its sole discretion. The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized work order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in the completion of the work product.

The Project Coordinator shall contact a Building Department representative to advise of any performance issues so that they can assist with efforts to bring performance back to acceptable standards. In the event an evaluation is deficient, even after efforts have been taken by the City to improve performance, the Project Coordinator shall coordinate with Building staff to determine what action needs to be taken under the circumstances.

12. LICENSES

Proposers, both corporate and individual, must be fully licensed and/or certified for the type of work to be performed in the State of Florida & the City of Fort Pierce prior to the signing of a contract. Should the Proposer not be able to obtain licenses and certifications, then contract negotiations will be terminated. Any

certifications, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, the City of Fort Pierce, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, State and Federal codes and regulations.

13. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide the professional services as listed in the Statement of Work, section IV. The City will convene a selection committee comprised of three (3) or more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

13.1 EVALUATION CRITERIA

The City of Fort Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The determination shall be based upon the evaluation criteria and respondents shall provide, as a minimum the information listed under each criterion. The Qualification category is designed to provide information about your firm. Therefore, the said information will be used in evaluating the firm's qualifications to perform the advertised work. Proposals will be evaluated by the Selection Committee in accordance with weighted criteria listed below. **Evaluation criteria will include, but will not be limited to the following:**

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25

Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

13.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

13.3 SELECTION PROCESS

A. A Selection and Evaluation Committee consisting of the City's staff members, will review each written submission for compliance with the requirements of the RFQ, including verifying that each Proposal includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ.

A. In the event less than three (3) firms express interest in a solicitation or less than three (3) are deemed qualified by the Selection Committee, then Procurement Services shall make a determination as to whether to proceed with the lesser number of firms. If the decision is to re-advertise, and after a subsequent advertisement, resulting in three (3) firms that still cannot be qualified, then the City shall proceed hereunder with the qualified firms.

B. The Selection Committee will evaluate, score, and rank all responsive and responsible proposals based on the requirements of the RFQ and may create a shortlist of a minimum of three (3) firms deemed to be the most highly qualified to perform the required services. In the event there are less than three (3) responsive proposals, the Committee will give further consideration to all responsive proposals received.

C. The Selection Committee may, at its sole discretion, request additional information or clarification of any information submitted by Respondent(s).

D. The Selection Committee may conduct discussions, interviews, or require presentations from the shortlisted firms. Upon completion of the discussions, interviews, or presentations, the Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the evaluation criteria listed above.

E. After the final ranking is completed, the City will present the short-listed firm to the City Commission for the approval to negotiate the fees for future projects. The negotiated fees will be included in an agreement developed from this Request for Qualifications.

F. After negotiation of the final contract and fees, the Committee recommendation for award will be submitted to the City Commission for approval.

G. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. Assuming the successful negotiation of an agreement, the final contract will be submitted to the City Commission for their consideration and approval.

14. REJECTION CRITERIA

Submittals could be deemed as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package

have been properly completed;

- The RFQ response is found to have concealed or contained false and/or misleading information;

- The City did not receive the RFQ package prior to the submittal deadline;

- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;

- All forms included with the application were not signed and/or submitted;

- The Qualification package signature page is not properly executed; and/or

- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers proposals to be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications of Company

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty,

.

maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including: The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of two (2) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:
   i. Name of reference organization
   ii. Contact person
   iii. Phone number
   iv. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be used as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (3 pages)
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – E-Verify Affidavit (1 page)
Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 5 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 6 – Affidavit Regarding the Use Coercion for Labor / Services (2 pages)
Pursuant to the Bill, Section 787.06(13), Florida Statutes, now requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME PROPOSER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed directly or indirectly with any proposer or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other proposer, or to fix any overhead, profit or cost element of said bid price, or of that of any other proposer, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Community Rating System (CRS) and Climate Resilience Professional Support Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____

My Commission Expires_____

REFERENCES

RFQ NO. 2025-009
COMMUNITY RATING SYSTEM (CRS) AND CLIMATE RESILIENCE PROFESSIONAL SUPPORT SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications / Proposer Acknowledgement Cover Page (page 1) completed, signed and attached?		
Included proof of proper insurance and licensing as stated in proposal documents.		
Are all of the Required forms complete and included?		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		
Are you registered on Demandstar to received addendums		
Is each Addendum (when issued) signed and included?		
Have you checked your submission for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information?		

PLEASE SIGN AND RETURN WITH PROPOSAL_____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Paul Thomas, Building Official**

FROM: **Madison White, Purchasing Agent** *Madison White*

SUBJECT: **RFQ No. 2025-009 – Community Rating System (CRS) and Climate Resilience Professional Support Services**

DATE: **February 13, 2025**

On November 6, 2024, the Purchasing Division received specifications to go out for bid on the above subject proposal. The proposal was advertised on January 3 and 10, 2025, with a scheduled opening at 3:00 PM on February 3, 2025. Attached is the tabulation sheet for the above referenced proposal and the submittal checklist. A copy of each submittal received will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 959 vendors. Twenty-seven (27) vendors requested specifications with four (4) responding (14.81%) 0 "No Bid" (14.81 % total responses).

Please note that the Purchasing Team has reviewed all submissions and has provided an RFQ Response Checklist to assist you in evaluating the submittals.

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposals received are responsive to RFP requirements, ranked, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposals.

The members of the Evaluation Committee will need to be identified as well as scheduling of the **initial meeting**. It is my recommendation that a committee of three or five members are selected with you acting as Team Leader. A representative from Purchasing will serve as the Committee Liaison and should be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided copies of each submittal.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **April 4, 2025**, which is the expiration date of the proposal and responses.

/mw
Attachments: Bid Tabulation and Submittal Response Checklist

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF PROPOSALS

RFQ ON:	**COMMUNITY RATING SYSTEM (CRS) AND CLIMATE RESILIENCE PROFESSIONAL SERVICES (REBID)**
RFQ NUMBER:	**2025-009**
DATE:	**2/3/25**
RECOMMENDED AWARD:	**Pending**

RESPONSE
4 of 27 = 14.81%
0 "No Bids"
Total = 14.81%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR
Chen Moore and Associates *West Palm Beach, FL*
CoastalWide LLC *Vero Beach, FL*
Goodwyn Mills Cawood *Sarasota, FL*
Tetra Tech, Inc. *Stuart, FL*

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR QUALIFICATIONS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467- 3102	RFQ No: 2025-009
Pre-Qualification Conference Time & Date: N/A	RFQ Title: COMMUNITY RATING SYSTEM (CRS) AND CLIMATE RESILIENCE PROFESSIONAL SUPPORT SERVICES (REBID)
Pre-Qualification Conference Location: N/A	RFQ Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFQ Due Date & Time: 3:00 PM, MONDAY, FEBRUARY 3, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Proposer Name: TETRA TECH, INC. Mailing Address: 759 S. FEDERAL HWY #314 STUART, FL 34994	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the proposer.* X Brian Proctor Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: Brian Proctor
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: VICE PRESIDENT, SOUTHEAST OPERATIONS
Incorporated in the State of: DELAWARE Year:	Delivery in _____ days, ARO
Phone Number: 772 341 0432	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 95-4148514
E-Mail Address: BRIAN.PROCTOR@TETRATECH.com	Local Business: ___Y X N MWBE: ___Y X N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Community Rating System (CRS) and Climate Resilience Professional Support Services (REBID)

RFP No. 2025-009
February 3, 2025

TETRA TECH

Table of Contents

Tab 1. Executive Summary **1**

Tab 2. Firm's Qualifications and Experience **4**

Experience with CRS Programs 5

GIS and Modeling Experience 7

Experience with Climate Change Adaptation and Resilience Analysis and Planning 8

Climate Change Impact Analysis 9

Repetitive Loss Area Analysis (RLAA) & Final Report 10

Economic Analysis 10

Resilient Florida Experience 11

Community Outreach and Engagement Experience 11

Experience with Resilience Focused Funding 12

Grant Funding Experience 12

Tab 3. Key Personnel **13**

Subcontracting Partner – Lori Lehr, CFM 17

Subcontracting Partner – Erin Deady, PA 17

Tab 4. Service **22**

Relevant Project Experience 22

St. Lucie County Stormwater Master Plan 23

St. Lucie County Vulnerability Assessment 24

Tab 5. References **30**

Tab 6. Required Forms **31**

List of Exhibits

Exhibit 1. Tetra Tech Florida Offices 4

Exhibit 2. CRS Points Tetra Tech's FMPs and HMPs Earned 6

Exhibit 3. Class Score Reductions Achieved – Lori Lehr, Inc. 6

Exhibit 4. Team's Organization Chart 16

Exhibit 5. Qualifications of Key Personnel 18

Exhibit 6. Example Florida Resilience Experience 25

Exhibit 7. Sample Stakeholder and Community Engagement Experience 27

Exhibit 8. Sample GIS and Modeling Experience 28

Exhibit 9. References to be Contacted by the City of Fort Pierce 30

List of Appendices

Appendix A Resumes

Tab 1. Executive Summary

Tetra Tech, Inc. (Tetra Tech) is a national leader in technical support to help communities join FEMA's CRS program, maintain, and/or increase their ranking to maximize their potential. Tetra Tech's depth of understanding of the Disaster Mitigation Act of 2000, NFIP, CRS program, and local floodplain management allows us to develop and conduct a planning process that supports these programs, promotes participation, and increases the benefits to local program administrators and policyholders. Tetra Tech has worked with counties and communities across the country to help them succeed in the CRS program, including developing local floodplain management plans, hazard mitigation plans, and repetitive loss area analysis that meet CRS credit criteria.

Our team has extensive experience in the field of floodplain management; we helped four of the five highest-rated CRS jurisdictions in the nation to achieve their remarkable status. Tetra Tech has helped over 40 CRS communities enhance their ratings, with notable achievements like Roseville, CA achieving Class 1 and King County, WA as Class 2, and Pierce County, WA as Class 3. We've also prepared 300 FEMA-compliant local HMPs with an average CRS Activity 510 score of 318 points, compared to the nationwide average of 171 points.

For this contract Tetra Tech has teamed with two small businesses, **Lori Lehr** and **Erin L. Deady, P.A.** Tetra Tech has successfully teamed with these firms on other CRS and Resilience related contracts. Lori Lehr is a Certified Floodplain Manager with expertise in the NFIP CRS Program and has teamed with Erin Deady on eight Watershed Master Plans in accordance with Floodplain Manager Coordinator's Manual criteria in Section 452.b. Lori Lehr has helped 22 communities in Florida supplementing Tetra Tech's national experience with local experience within the State of Florida including St. Lucie County. Erin Deady is a known policy expert on resiliency, codes and policy implementation for CRS projects and Vulnerability Assessment. The combined experience of this team is unparalleled statewide. ***It should be noted that the Florida Division of Emergency Management (FDEM) has recently extended the grant deadline for its Watershed Planning Program to fund up to 75% of the cost for Stormwater Master Plans and CRS-based Watershed Management Plans to February 28, 2025. As such, the City has an immediate opportunity to fund these resiliency and hazard planning initiatives by submitting a grant application for this program.***

Critical to note, the Tetra Tech team is currently contracted with St. Lucie County on two projects that outline our knowledge of the water management issues as well as projected future climate change impacts. Tetra Tech is currently developing the future conditions ICPR hydraulic model for the County's **Stormwater Master Plan** which will include future sea level rise conditions. Additionally, the Tetra Tech team (including Erin Deady) has been leading the St. Lucie County-wide **Resilient Florida Vulnerability Assessment and Regional Resilience** which includes the evaluation of the City of Fort Pierce's critical assets and it's vulnerability to current and future flooding scenarios. This local experience with already-existing GIS and H&H modeling will be leveraged to support both CRS and Resilience Planning efforts for the City of Fort Pierce.

.

During the last few years, we have gained extensive experience in holding virtual public meetings due to COVID-19 restrictions using various platforms such as Microsoft Teams, Zoom, and GoTo Meeting. Involving the general public as well as the appropriate agencies, governments, and other stakeholder groups is also a cornerstone of the approach to successful public outreach efforts and most importantly, identifying improvements that are accepted by the community intended to be served.

The Tetra Tech Team utilized information we collect from stakeholders and public outreach meetings to help develop Resilience and Adaptation Plans for several clients including the City of Hollywood, the City of Key West, St Lucie County and Palm Beach County. Our plans first identify adaptation strategies for infrastructure, critical assets, natural areas, economics, and policy recommendations for the local government's Comprehensive Plan and Code. Each community prioritizes their adaptation strategies and plans are outlined with a timeframe or schedule and cost for implementation. Tetra Tech also has provided conceptual plans for the prioritized projects to support grant funding applications with the intent that the projects identified in the plan will be implemented in the timeframe necessary to create a more resilient community.

The Tetra Tech team has the experience to support the City of Fort Pierce to maintain the current CRS Class 6 rating and assist in advancing to Class 5 in addition to developing and implementing a successful resilience program. We believe that this local team with extensive St. Lucie County and Ft. Pierce-specific experience to assist in CRS programs and resilience as well as our proven track record on previous and current projects will provide you with the quality products you need and a more resilient future for your community.

For this contract, Tetra Tech has included two Small Business subconsultants: **Lori Lehr, Inc. and Erin Deady, PA.** Tetra Tech has successfully teamed with these firms on other CRS and Resilience related contracts. Lori Lehr is a Certified Floodplain Manager with expertise in the NFIP CRS Program and has teamed with Erin Deady on several Watershed Master Plans in accordance with the sea level rise criteria in Section 452.b. Additional information about them can be found in **Tab 3. Key Personnel.**

Why Partner with Tetra Tech?

- Trusted by more than **500 communities around the country** as a disaster preparedness, response, recovery, or mitigation consultant
- More than **115 Florida counties and municipalities** served in such areas as public assistance, disaster and debris recovery, mitigation planning, and more
- **Resilient Florida** planning experience with clients such as **St. Lucie County, Indian River County, Palm Beach County, the City of Hollywood,** and the **City of Key West**
- Trusted partner with the **City of Fort Pierce.**
- Extensive CDBG action plan development experience including program implementation and grant development
- Leverage innovative tools and technology to measure resilience success across planning mechanisms

Experience with CRS Programs

Tetra Tech is a national leader in technical support to help communities join FEMA's CRS program, maintain, and/or increase their ranking to maximize their potential. Tetra Tech's depth of understanding of the Disaster Mitigation Act of 2000, NFIP, CRS program, and local floodplain management allows us to develop and conduct a planning process that supports these programs, promotes participation, and increases the benefits to local program administrators and policyholders. Tetra Tech has worked with counties and communities across the country to help them succeed in the CRS program, including developing local floodplain management plans, hazard mitigation plans, and repetitive loss area analysis that meet CRS credit criteria.

Tetra Tech has an extensive understanding of the CRS credit criteria requirements between CRS Activity 510-Floodplain Management Plan, Repetitive Loss Area Analysis, and Substantial Damage Management Plan elements.

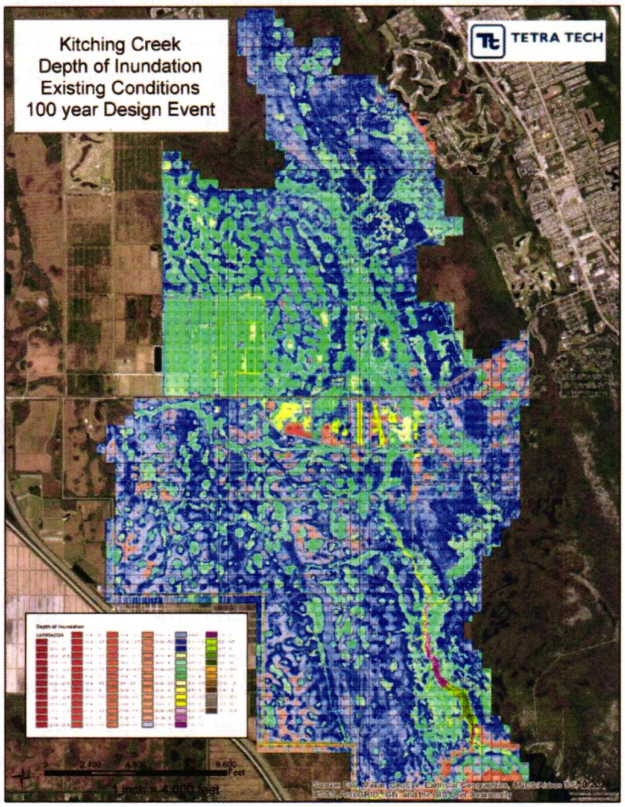
Our team has extensive experience in the field of floodplain management; we helped four of the five highest-rated CRS jurisdictions in the nation to achieve their remarkable status. Tetra Tech has helped over 40 CRS communities enhance their ratings, with notable achievements like Roseville, CA achieving Class 1 and King County, WA as Class 2, and Pierce County, WA as Class 3. We've also prepared 300 FEMA-compliant local HMPs with an average CRS Activity 510 score of 318 points, compared to the nationwide average of 171 points.

Maximizing the CRS credit potential for those jurisdictions participating or considering participation in the CRS program is an added value of the Tetra Tech technical approach. Our standard approach evolved from the CRS ten-step planning process. Tetra Tech is a national leader in providing technical support to communities wishing to maximize their CRS potential resulting in a reduction, by the maximum percentage possible, in their residential and commercial NFIP flood insurance premium rates. Exhibit 2 illustrates how plans developed by Tetra Tech have scored under the CRS program.

GIS and Modeling Experience

Our GIS experts keep current with the ever-expanding set of tools available for geospatial data management and visualization, which allow them to develop and customize data products for local needs. Many of these products involve integrating diverse data, developing indicators, and customizing GIS tools for access, analysis, and display of complex information. Along with GIS technical expertise, our team brings a deep understanding of the science behind the data, grounded in years of experience in freshwater, estuarine, and coastal ecology; water quality; and watershed management. Translating technical information to the public or targeted audiences is a particular forte of our communications experts, who work regularly with our scientific and GIS staff to develop products that convey clear, understandable, and effective messages. Our modelers have experience with a variety of coastal dynamics modeling tools including FEMA-HAZUS, ADCIRC, CMS-Flow, CMS-Wave, and STWAVE. We also have experience with sea level rise data and scenarios developed by the U.S. Army Corps of Engineers (USACE) and the National Oceanographic and Atmospheric Administration (NOAA), which are used in the Sea Level Scenario Sketch Planning Tool. Tetra Tech is extremely familiar with the Resilient Florida program requirements, including experience performing the GIS analysis, identifying the critical asset inventory, conducting sensitivity and exposure analysis, and mapping focus areas.

Tetra Tech has over two decades of experience studying flooding problems and solutions for the USACE, National Resource Conservation Service (NRCS), state agencies, and local agencies. Our expertise and knowledge in evaluating hydrologic systems is applied on specific water resource project types, including: water resource and flood damage assessment; stormwater infrastructure and drainage assessment and design; flood control design (including dams, channels, levees, detention basins and bank protection); hydraulic structure designs; erosion/sedimentation studies; stream restoration and wetland design projects; dam and levee safety evaluations; reservoir operation/optimization studies; flood control and floodplain management studies and mapping; development of flood warning systems; dam break flood studies and contingency planning; and surface and groundwater supply analysis.



Tetra Tech's proprietary S2DMM Model is certified by the FEMA NFIP program for use in flood hazard mapping and accepted by the South Florida Water Management District for hydrologic/hydrodynamic model applications for long term simulations (multiple years) of hydro-periods and hydro-patterns. Its ability to simultaneously model surface water and groundwater flow makes it ideally suited for conditions in Florida for the

recover from and become more resilient to natural disasters. Tetra Tech has led or been engaged with 4 of the 10 projects from Rebuild by Design, a U.S. Department of Housing and Urban Development's (HUD) program to rebuild the Sandy-impacted area and rebuild with science-driven approaches to long-term resilience. Similarly, our team members have led multiple efforts from HUD's National Disaster Resilience Competition. We have worked with multiple cities on their resilience strategies through the 100 Resilient Cities program. Our leadership, expertise, and innovation has received national recognition. **Tetra Tech was awarded the Federal Emergency Management Agency's (FEMA) first-ever national Excellence in Mitigation Innovation Award for our Greater Muncy Area Resilience Plan**.

Project Highlight: Tetra Tech owns a proprietary S2DMM Model is certified by the FEMA NFIP program for use in flood hazard mapping and accepted by the South Florida Water Management District for hydrologic/hydrodynamic model applications for long term simulations (multiple years) of hydro-periods and hydro-patterns. Its abaility to simultaneiously model surface water and groundatwer flow makes it ideally suited for conditions in Florida for the assessment of short term flood flooding events as well as long term impacts to groundwater such as those asocciated with sea level rise. The model has been used extensively throughout Florida to evaluate both flood hazards and hydrologic restoration projects including the Cypress Creek and Kitching Creek Flowways in Martin County.

Tetra Tech has been on the cutting edge of climate-focused initiatives—investigating climate change effects and responses, conducting vulnerability assessments, and completing adaptation planning for aquatic ecosystems and water resource infrastructure. For nearly three decades, we have worked collaboratively with local and state governments to design resilience programs and develop actionable measures to achieve long-term resilience. Tetra Tech uses a holistic planning approach that considers socioeconomic concerns, integrates nature-based solutions, and builds capacity and capability for programmatic success.

We recognize that public engagement increases the visibility of a planning effort and is key to the successful implementation of any plan, and we have successfully implemented workshop-style meetings coupled with tools and technology to gather valuable input and achieve buy-in.

Climate Change Impact Analysis

Tetra Tech is one of the foremost firms in the nation in the fields of natural hazard risk assessment and community climate resilience planning. Our recovery and resiliency services incorporate a combination of advanced scientific modeling, community and economic analysis, feasibility assessments, and robust public outreach strategies to identify the most effective projects that will reduce a community's vulnerability to future disasters. Through in-depth risk analysis, community assessments, hydraulic analysis, and project design, Tetra Tech works to develop practical and cost-conscious strategies that provide a comprehensive roadmap for communities to rebuild in the wake of disasters and better prepare for future hazards by making them more resilient.

We have conducted more than 250 projects (state, county, and local municipality levels) as the premier consultant to support the adaptation planning process regarding addressing climate hazards, including coastal and riparian flooding, sea level rise, drought, wildfire, and water management.

Resilient Florida Experience

The Tetra Tech team offers a full suite of services and subject-matter experts across our various team members to prepare vulnerability assessments, mitigate hazard risk, adapt to the changing climate, and build community resilience in Florida. We offer more than the typical technical team by including partners well-experienced in vulnerability, adaptation, and resiliency planning including policy, legal, communications, and outreach. We work collaboratively with local governments to design resilience programs and develop and implement resilience to achieve long-term resilience.

Our expertise spans the continuum of resiliency— helping communities prepare for, withstand, respond, and adapt to climate change through tangible implementation. While the Tetra Tech team is uniquely experienced and has a highly qualified team to support this work, we are first and foremost committed to listening to the input of stakeholders, bringing forth local knowledge and expertise from within the community, applying what we learn in planning, and providing focused technical support as needed.

In the Florida, climate resilience planning has become a more statewide focus with the development of programmatic guidance as well as significant funding streams. The policy making arm of this movement began in 2010 when local governments were required to address the reduction of greenhouse gas emissions in four separate elements of their comprehensive plans. In 2011, adaptation action areas became a permissible designation within local governments' comprehensive plans and, starting in 2015, local governments were required to address the "perils of flood" in the coastal element of the comprehensive plan. The Florida Department of Environmental Protection (DEP) began funding smaller planning grants to communities to launch vulnerability planning efforts through "Resilience Planning Grants." However, the funding in those early years grew exponentially with the passage of Section 380.093, Florida Statutes (F.S.), in 2021 (known as "Always Ready" or the "Resilient Florida" program). With larger resources, DEP is now able to provide more meaningful funding to further climate resilience planning efforts.

The Tetra Tech team has completed several Resilient Florida planning grant vulnerability assessments and adaptation plans that have been accepted by the State. Additional details have been provided in Tab 4.

Community Outreach and Engagement Experience

Our approach involves collaborating with the community to understand their needs to build a strong foundation for successful plan implementation. This centers on organizing an inclusive process to develop people-driven solutions that are authentic and place-based.

Tetra Tech designs facilitation processes that bring together stakeholders with diverse perspectives, generate understanding, and result in consensus on recommended choices. Our approach involves deliberate, continuous, and effective communication and outreach with key stakeholders throughout every phase of our projects; an understanding of stakeholder commitments and the demands placed on their time; and an understanding of the realities and technical issues required for effective emergency response. We believe that successful plans, especially those for urban areas, are often defined by the integration of engagement and outreach efforts during the planning process.

Our team includes engagement specialists and planners who understand the challenges of engaging and communicating with target audiences, often with specific cultural, socioeconomic, religious, or language nuances. Our team develops content that is accessible by the disability, access, and functional needs

Tab 3. Key Personnel

Our project management team, consisting of Georgia Vince, Project Manager, and Jaleesa Tate, CFM as Deputy Project Manager. The project management team will coordinate with the City, oversee the project and task administration, and ensure that the project meets deadlines, budgets, and goals. Ms. Vince will be the main point of contact for the City and will work with the technical leads to assign personnel and resources, oversee all work activities, and provide QA/QC of project deliverables in accordance with the project schedule and deliverable deadlines. The Team's organization is shown in Exhibit 4.

Key Staff Highlights are below:

TETRA TECH

Georgia Vince
Project Manager
Years' Experience: 23
Years w/Tetra Tech: 13
Education: BS, Oceanography

Ms. Vince has 23 years of experience with environmental programs and 12 years with project management. Ms. Vince has managed projects of all sizes with budgets of over $2 million. She recently was project manager for the St. Lucie County VA completed in 2021 and is currently the project manager for the Updated VA and Regional Resilience Plan. Her background in water resources, regulatory and permitting programs for state, federal, and local levels of government has provided her with a detailed understating of Florida's regional water systems and regulatory framework. Ms. Vince has extensive experience in public speaking and coordinating with stakeholders on sensitive environmental issues. She is well known for her abilities to meet project schedules and stay within budget with a high level of client satisfaction.

Relevant Project Experience

- St. Lucie County VA, FL
- Palm Beach County Vulnerability Assessment and Resilience Action Plan, FL
- City of Hollywood Vulnerability Assessment Update, FL

LORI LEHR INC.
YOUR LINK TO CRS SUCCESS

Lori Lehr, CFM
Community Rating System
Years of Experience: 25
Education: General Studies

Ms. Lehr has career long experience with floodplain management and CRS that includes implementation and compliance with both FEMA programs. Ms. Lehr has assisted communities to achieve high levels of flood insurance discounts through the National Flood Insurance CRS. Ms. Lehr also served as the lead trainer for the CRS, at the Emergency Management Institute training government officials on the implementation of the program. Ms. Lehr currently works side by side with government officials across the nation (22 in Florida) who are helping their communities achieve better standings in the CRS to enhance floodplain management compliance and promote resilience.

Relevant Project Experience

- CRS program implementation for 22 communities
- St. Lucie County CRS program implementation.
- Community Rating System Watershed Master Plans for Islamorada, Layton, Key Colony Beach, Marathon, Monroe County, Okaloosa County, Boynton Beach and Pensacola

Subcontracting Partner – Lori Lehr, CFM

LORI LEHR INC.
YOUR LINK TO CRS SUCCESS

Lori Lehr achieved her certification as a Certified Floodplain Manager (CFM) by the Association of State Floodplain Managers, Inc. in 2000 and has been involved in the floodplain management industry since that time. She started in the City of St. Petersburg serving as the floodplain administrator, building permit construction reviewer, and acting as a liaison between the city and FEMA. She has over 8 years of specific experience as a Community Rating System (CRS) Specialist working with Insurance Services Office (ISO). She is well-versed in all iterations of the CRS Manual and in implementation of the manuals under the most current CRS guidelines. While working with ISO, she submitted over 120 CRS verification files to FEMA, many of which resulted in a CRS class improvement for those communities. She also recertified over 80 communities in the CRS program on an annual basis. She has extensive knowledge and experience with CRS audits and verification processes that can assist communities in reaching their CRS goals. She is currently participating on teams to conduct 8 CRS Watershed Management Plans.

In 2015, Lori Lehr started **Lori Lehr Inc.,** and as a consultant, she assisted numerous communities in Florida to make applications to the CRS program as well as to achieve CRS class improvements and maintain their CRS programs annually. In addition to having over 20 years of experience in nearly all iterations of the CRS program, she is well-versed in assisting communities to achieve and maintain compliance with the National Flood Insurance Program.

Subcontracting Partner – Erin Deady, PA

ERIN L. DEADY, P.A.

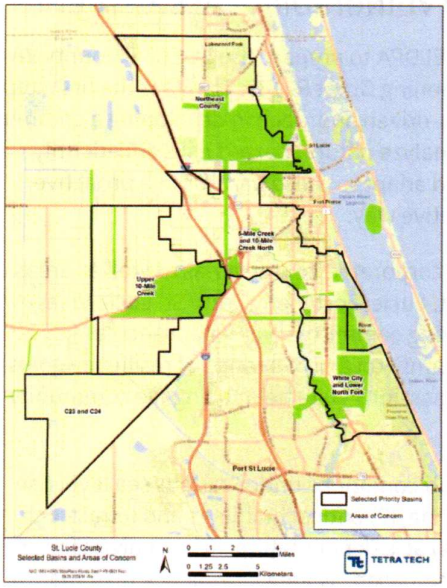
We have teamed with **Erin L. Deady, PA,** (ELDPA), a Delray Beach-based firm that has completed numerous planning, code, Vulnerability Assessments, and resilience projects throughout all parts of Florida and has provided input and guidance to the Florida Department of Environmental Protection (DEP) for Resilient Florida Program development. ELDPA continues to coordinate directly with agency staff on rule interpretation on several key aspects of the program. ELDPA teamed with Tetra Tech on the first St. Lucie County VA completed in 2021 and has written numerous successful grant applications for the County under the Resilient Florida Program and wrote a successful $15 million application for the Fort Pierce Utilities Authority. Ms. Deady is also a team member on the St. Lucie County Stormwater Master Plan being led by Tetra Tech. She is also teamed with Tetra Tech on the Palm Beach County VA and City of Hollywood VA and has developed the policy implementation approach for numerous clients throughout Florida. She led Monroe County's resiliency efforts for over 12 years and has led the team conducting the vulnerability work in Martin County. She is currently leading six CRS Watershed Management Plans and participating on teams to conduct two more.

	Name / Title	Licenses and Certifications	Qualifications	Experience in Area(s) of Service	Awards and Organizational Membership
3	**Erin Deady[2]** Policy and Community Planning	American Institute of Certified Planners (AICP), Esq. (Florida Bar #367310)	Erin Deady has significant management experience on numerous complex projects involving climate legal, policy and planning elements including vulnerability analyses and integration of adaptation responses into Comprehensive Plans. She has worked on numerous sustainability, climate and energy planning efforts around the state for large and small local governments. She has published numerous articles and resources related to the planning and legal issues surrounding resiliency and adaptation planning strategies. A cornerstone of this experience includes the development and implementation of public engagement and outreach strategies to support local government policy and decision-making processes.	• **City of West Palm Beach VA** • **St. Lucie County VA and Regional Resilience Plan, FL** • **Indian River County VA, FL** • **Palm Beach County VA and Resilience Action Plan, FL** • **City of Hollywood VA Update, FL** • **City of Key West VA and Climate Adaptation Plan, FL** • **Watershed Master Plans for Islamorada, Layton, Key Colony Beach, Marathon, Monroe County, Boynton Beach and Pensacola**	Florida Chapter of the American Planning Association Member of the Environmental and Land Use Law Section, 2002-Present
4	**Lori Lehr[1]. CFM** Community Rating System	Certified Floodplain Manager (CFM)	Lori Lehr has career long experience with floodplain management and Community Rating System that includes implementation and compliance with both FEMA programs. Lori has assisted communities to achieve high levels of flood insurance discounts through the National Flood Insurance Community Rating System. She also served as the lead trainer for the Community Rating System, at the Emergency Management Institute training government officials on the implementation of the program. Lori currently works side by side with government officials across the nation help their communities achieve better standings in the Community Rating System to enhance floodplain management compliance and promote resilience.	• **Community Rating System Implementation and Compliance** • **National Flood Insurance Program Compliance** • **Florida Building Code**	Certified Floodplain Manager, Association of State Floodplain Managers

	Name / Title	Licenses and Certifications	Qualifications	Experience in Area(s) of Service	Awards and Organizational Membership
7	**Misha Pils** GIS Modeling	N/A	Misha Plis is an Environmental Scientist with 20 years of experience specializing in geographic information systems (GIS) related programs such as ESRI ArcGIS Desktop Suite and SDE, ESRI Model Builder/Python ArcGIS, ESRI ArcGIS Online, ESRI ArcGIS Pro, ESRI Collector, JambWOW, ESRI ArcView 3.3, MapWindow, Google Earth, SAGA and database management programs such as MS Access, Excel and the Water Resources Database (WRDB), Trimble Feature Definition Manager, with AutoCAD, Civil 3D, RSMeans Costworks, as well as familiarity, Bentley Water CAD, Water GEMS Suite, Innovyze Info Water and H20Map Suite. Mr. Plis also has experience with watershed hydrology and water quality modeling using the Loading Simulation Program in C++ (LSPC), and CHAMP modeling, and septic tank nutrient loading modeling with ArcNLET.	• **St. Lucie County VA and Regional Resilience Plan, FL** • **Stormwater Master Plan, St. Lucie County, FL** • **Lake Istokpoga Basin Modeling, Florida DEP, FL** • **Strategic Policy Plan on Florida's Oceans and Coasts, Florida Ocean Alliance, Statewide, FL**	
8	**Christina Gray** GIS Modeling	Certified Mapping Technologist (CMT) (LT076), GIS Graduate Certificate, Geologist in Training, Oregon (T2575)	Christina Gray has 6 years of experience acquiring, processing, and creating topobathymetric LiDAR deliverables for projects that cover a variety of environments. These projects include hazard mapping, natural disaster relief, defense, and environmental surveying. She has experience with all parts of topobathymetric LiDAR process, from ground control survey, sensor operation, quality checks, creating and running automated cleaning algorithms, managing and training editing staff, creating final deliverables, and edits for client feedback. Additionally, Christina has lead work for vulnerability assessments for St. Lucie and Indian River counties, compiling county provided and publicly available asset lists and comparing the assets to multiple sea level rise scenarios, rainfall depth grids and storm surge to help guide future mitigation plans.	• **St. Lucie County VA and Regional Resilience Plan, FL** • **Indian River County VA, FL** • **Shoreline Mapping for the Coastal Mapping Project, National Ocean and Atmospheric Administration National Geodetic Survey**	N/A

[1] *SBE/MBE/WOB Subconsultant Firm Lori Lehr, Inc.*

[2] *SBE/MBE/WOB Subconsultant Firm Erin L. Deady, PA*



Customer Name: St. Lucie County

Project Address: Throughout St. Lucie County, FL

Initial Cost: $2,295,740

Final Cost: $2,295,740

Completion Time: 2022 – Ongoing (completion by September 2025)

Change Orders: 0 to date

Customer Contact:
Dan Zrallack, PE
County Engineer
772.462.1667
zrallackd@stlucieco.org

St. Lucie County Stormwater Master Plan

Tetra Tech was selected by St. Lucie County to prepare a Countywide Stormwater Master Plan (SWMP). The current SWMP is more than 30 years old and conditions have changed during that time due to extensive development and construction of regional water management facilities. Tetra Tech worked with the county to gather existing data about the stormwater management system and areas of concern. Tetra Tech organized the data provided, cleaned up GIS layers, digitized data, and collected additional data through survey to create a geodatabase for the SWMP. In addition, interviews with key stakeholders, including the City of Port St. Lucie, were held to gather data and local information about current and future stormwater management and water quality concerns.

Tetra Tech used the data collected to delineate the county into smaller basins to focus on areas where stormwater management and/or treatment projects are needed. Tetra Tech and the county selected five priority basins and Tetra Tech developed Interconnected Channel and Pond Routing version 4 (ICPR4) (now StormWise) models to represent the existing stormwater infrastructure and evaluate the current level of service. Tetra Tech is now running the models for future scenarios to determine potential flooding and/or water quality issues associated with future changes within the county.

Tetra Tech will then identify cost-effective capital improvement projects to address flooding, water quality, and resiliency needs identified during the modeling. For each priority basin, project options will be identified and evaluated against a variety of factors to rank them and determine which projects should be included in the SWMP. For each selected project, a conceptual exhibit, preliminary engineer's opinion of probable construction cost, and benefit versus cost analysis will be provided. ELDPA, as part of the Tetra Tech team, will provide a review of St. Lucie County's Comprehensive Plan and Code of Ordinances to make recommendations that would support stormwater management and resiliency goals from the SWMP.

Throughout the process, the Tetra Tech team engaging the public and local stakeholders in the SWMP development. A series of public meetings will be held at three key points in the planning process (one series has been held to date). In addition, project information for the County's website and social media page, facts sheets, frequently asked questions, and an online survey were prepared to obtain input from the public.

Team Personnel Assigned	Stage of Completion	Status Relative to Schedule
Madhu Akasapu, Georgia Vince, Erin Deady, Misha Pils	50% complete	On-time

Exhibit 6. Example Florida Resilience Experience

Project	Description
Village of Key Biscayne Flood Mapping, FL	The Village of Key Biscayne, an island town in the Miami-Dade County, is susceptible to flooding from both Biscayne Bay and the Atlantic Ocean. To comply with new regulations, the village needed to update their Base Flood Elevations (BFEs) using the Miami-Dade County Flood Insurance Study (FIS) transect data. The previous BFEs were based on the Flood Insurance Rate Map (FIRM) data. Tetra Tech developed a Coastal Hazard Analysis Modeling Program (CHAMP v2.0) using the FIS transect data for three flood sources and the 100-year and 500-year flood magnitude events for a total of six scenarios. The results from the model were used to develop high-resolution inundation maps of the village for the six scenarios using LiDAR and Digital Elevation Model (DEM) data. The maps allowed homeowners and developers to quickly determine the expected inundation depth for properties throughout the village. The results were also used to delineate Coastal A zone from the Atlantic Ocean side.
Palm Beach County Vulnerability Assessment and Resilience Action Plan	Tetra Tech was contracted to support Palm Beach County with the Climate Risk Assessment and Action Plan funded by a combination of federal and state grant funds. The project scope is designed to address environmental hazards and climate risks exacerbated by climate change and sea level rise. Funded by the Florida Department of Commerce Community Development Block Grant Mitigation (CDBG-MIT) Program, on behalf of the U.S. Department of Housing and Urban Development (Climate Risk VA) and DEP through the Resilient Florida Grant program, this initiative will provide a comprehensive roadmap for Palm Beach County to enhance its resilience. The Resilient Florida VA will evaluate risks to the diverse community from flooding related to sea level rise, high tide flooding, storm surge, extreme rainfall events and combination flooding. The Climate Risk VA, funded under the federal portion of the grant, will evaluate other climate threats such as extreme heat, drought, wildfires and coastal erosion. The two VAs combined will form the basis for a comprehensive Resilience Action Plan to identify potential projects to be targeted for future funding. This action plan will include a projected schedule to help the community to be prepared for future climate change challenges as well as a comprehensive plan and code review for implementation of the Resilience Action Plan recommended strategies. Multiple open source tools were used to develop the analysis and the results including Hazus, ArcView GIS, HEC-RAS, and Sea Level Affecting Marsh Model (SLAMM).
Key West Climate Adaptation Plan	The purpose of this project is to complete a Resilient Florida Vulnerability Assessment in compliance with Section 380.093, F.S. and evaluate risks and hazards associated with sea level rise and climate change. This effort includes a complex assets and data collection effort with significant infrastructure on an island that is a significant distance from the mainland of Florida. The City is a dense urban development with numerous military installations. Moreover, the unique appeal of Key West's tropical climate and scenic surroundings has led to a steady influx of residents and visitors. This popularity exacerbates the potential impact of current and future climate-related events. The project includes a robust public outreach plan including public outreach meetings, project website, newsletter distribution and community engagement opportunities throughout the development of the VA. The VA efforts include inundation mapping and other flood modeling for exposure, sensitivity analysis of critical assets, as well as a significant comprehensive plan and code of ordinances review. Additionally, Tetra Tech is preparing an adaptation plan for the City that will include 7 chapters and a set of adaptation projects for those prioritized assets that are identified to be most at risk during the VA process. The VA for this project was completed in September 2024.

Project	Description
	3-year/72-hour, 100-year/24-hour, 25-year/24-hour, 10-year/24-hour, and 3-year/24-hour. The models were used to identify the extents of inundation at specific water surface elevations, provide water depth temporal variations at the sites for the required storm events, and identify vegetation habitats based on varying water surface elevations. The model results provided the expected water levels onsite after restoration, which were used to determine the associated vegetation communities that could be present. The data collected and the model results were summarized in the WRPOs for each site.

Exhibit 7. Sample Stakeholder and Community Engagement Experience

Project	Description
Palm Beach County, FL Resilient Florida Stakeholder and Community Engagement	Tetra Tech developed a series of hands-on workshops tailored for local government staff and community members to raise awareness of climate risks and adaptation strategies in Palm Bech County. The series was developed over the course of several hybrid (in-person/virtual) workshops. The series began by establishing a shared understanding of climate risks and adaptation planning within the context of Palm Beach County. Tetra Tech crafted the message of these workshops to fit the intended audience, ensuring that the messaging was relatable and relevant and included the appropriate level of technical details. The next set of workshops aimed to provide participants with a deeper understanding of the identified vulnerabilities and risks within Palm Beach County. These workshops are a demonstration of Tetra Tech's ability to effectively deliver risk communication and technical information in a manner that is digestible regardless of the participant's prior experience with the subject matter.
Harris County, TX Unified and Uniform Approach to Preparedness, Response, and Recovery	Tetra Tech and EnFocus Strategies worked with Harris County Office of Homeland Security and Emergency Management (HCOHSEM) to develop a program that focuses on integrating the efforts and resources of government, nonprofit, faith-based, and community organizations to meet the needs of historically underserved and vulnerable populations before and after a disaster occurs. Over the course of the project, the team conducted outreach to 17 cities and counties of similar size and demographics to the County, conducted 29 interviews with Harris County stakeholder partners, conducted a virtual Stakeholder Engagement Workshop attended by 57 participants representing 36 organizations and agencies that discussed topics including conducting community engagement programs and ensuring equitable access to resources following a disaster, and developed and presented a strategy for stakeholder engagement to partners at a second hybrid in-person and virtual workshop.
City of Houston, TX Emergency Management Stakeholder and Community Engagement	Tetra Tech and our partners at EnFocus Strategies developed a Stakeholder and Community Engagement Plan that provided a roadmap to expand and improve citywide resiliency by increasing collaboration with its stakeholders and partners to promote preparedness before, during, and after emergencies. Three community meetings were held and attended by more than 310 stakeholders and community members. The meetings focused on gathering knowledge and experiences of the DAFN community as it relates to major disasters; providing awareness and collecting feedback on key plans, including the Hurricane, Flood, and Severe Weather Plan; and collecting information to help increase community readiness and identify opportunities and tools to better prepare and equip Houstonians before a disaster occurs.
City of Concord, CA Language Access Analysis and Strategy	Concord, CA is a community of 125,410 people located northeast of San Francisco. Tetra Tech worked with the City to identify the languages and language families that are used by residents to help the City better craft messaging around disaster preparedness, response, recovery, mitigation and resilience. Throughout the process, 34 organizations provided quantitative and qualitative data on the communities they support and the languages they use to connect with them, 22 qualitative interviews were conducted, and 468 members of the community completed the outreach survey either online or during field outreach efforts. The project helped to identify 70 languages that were actively being used in the City and resulted in the development of a strategy for how best to connect with residents using high-, low-, and no-technology methods.

Experience with the City of Fort Pierce

The following includes a description of the projects currently being worked on for the City of Fort Pierce:

Seaplane Base (2024-on going)

Tetra Tech was selected by the City of Ft Pierce for conceptual design and permitting of a Sea Plane base to be located near the City Marina at the downtown waterfront. The Scope of work consisted of performing a benthic survey, preparing topographic and bathymetric surveys, performing a geotechnical investigation followed by conceptual engineering design of a 6-plane slip seaplane base. The design includes the access ramp, parking for up to 6 seaplanes, stormwater design and treatment along with and an access ramp into the Indian River lagoon. The project budget is $78,000.

Island Breakwater Ecological and Structural Monitoring (2016-on going)

Tetra Tech was tasked by the City to perform ecological and structural monitoring of the Island breakwaters surrounding the Ft Pierce City Marina for a period of 5 years post construction. The structural monitoring involved a 3-tier analysis of the structural integrity of the islands above and below the waterline over a 5-year period to demonstrate their long-term integrity. The inspections consisted of topographic surveys and visual observations by engineers and dive teams to ensure the islands were not sinking or eroding away. The ecological monitoring consisted of collection of data for seagrass expansion, mangrove and oyster propagation along with reef fish assemblages. The project budget is $680,000.

Shoaling analysis (2024)

Tetra Tech provided post compliance assistance services related to the authorized permits including preparation of a shoaling analysis related to the rate of sand entering the Intercoastal Waterway (ICWW). The United States Army Corp of Engineers expressed concern that the Island breakwaters had accelerated the rate of shoaling in the ICWW adjacent to the Island Breakwaters. Tetra Tech provided an analysis based on current and historic bathymetric data to demonstrate that the rate of shoaling in the channel was actually less now with the presence of the Island breakwaters than before their placement into the lagoon. The project budget is $28,000.

Tab 6. Required Forms

Drug-Free Workplace Form

Non-Collusion Affidavit for Prime Proposer

Public Entity Crimes Affidavit

E-Verify Affirmation Statement

Certification Regarding Scrutinized Companies Lists

Affidavit Regarding the Use Coercion for Labor or Services

References (refer to Tab 5)

Request for Taxpayer Identification Number and Certification

City of Fort Pierce Checklist

Business Tax Receipt

Proof of Insurance

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Tetra Tech, INC does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Jan 30 2025

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME PROPOSER

STATE OF Florida

COUNTY OF Martin

BRIAN PROCTOR, being first duly sworn, deposes and says:

That he is VICE PRESIDENT OF TETRA TECH, INC
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed directly or indirectly with any proposer or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other proposer, or to fix any overhead, profit or cost element of said bid price, or of that of any other proposer, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

TETRA Tech, Inc.
(Firm Name)

By: [signature]

Title: VP, SE Operations Mgr

Subscribed and sworn to before me this 30th

day of, January 2023. 2025

Marirose Insogna
Notary Public

My Commission expires: (Seal)

12/23/2026

MARIROSE INSOGNA
MY COMMISSION # HH 334084
EXPIRES: December 23, 2026

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Brian Proctor VP, SE operations Mgr
(Print individual's name and title)
for Tetra Tech, Inc
whose business address is 759 S. Federal Hwy Stuart FL
(If applicable) its Federal Employer Identification Number (FEIN) is 95-4149514

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_✓_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

January 30, 2025
_____
(Date)

STATE OF Florida

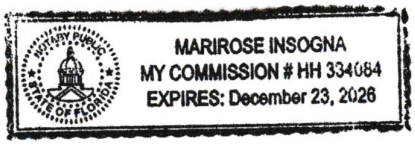
COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority Brian Proctor
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 30th of January, 2025.

Marirose Insogna
(NOTARY PUBLIC)

My Commission Expires: 12/23/2026



E-VERIFY
AFFIRMATION STATEMENT

Description: Community Rating System (CRS) and Climate Resilience Professional Support Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: TETRA Tech. Inc

Authorized Company Person's Signature: [signature]

Authorized Company Person's Title: VP SE operations Mgr

Date: Jan 30, 2025

STATE OF FLORIDA
COUNTY OF Martin
Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of January, 2025 by Brian Proctor, who is

☐ personally known or ☐ produced identification (ID produced: _____).

Signature: Marirose Insogna (Seal)
NOTARY PUBLIC
My Commission Expires: 12/23/2026

MARIROSE INSOGNA
MY COMMISSION # HH 334084
EXPIRES: December 23, 2026

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Tetra Tech, Inc.

Respondent's Authorized Representative Name and Title: Brian Proctor
Vice President Southeast Operations

Address: 759 S. Federal Hwy, Suite 314

City: Stuart State: FL Zip: 34994

Phone Number: 772-341-0432 Respondent FEIN: 95-4148514

Email Address: Brian.Proctor@tetratech.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: TETRA TECH, INC.

Authorized Representative's Name and Title: BRIAN PROCTOR, VP SOUTHEAST OPERATIONS

Address: 749 S. FEDERAL HWY #314

City: STUART State: FL Zip Code: 34994

Phone Number: 772-341-0432 Email Address: BRIAN.PROCTOR@TETRATECH.COM

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Brian Proctor VP SE Ops Jan 30 2025

Authorized Signature | Printed Name and Title | Date

Affidavit – Use of Coercion for Labor or Services Form

STATE OF FLORIDA
COUNTY OF Martin

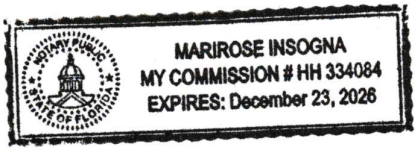
Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 30th day of January, 2025 by Brian Proctor, who is

☑ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: Marirose Insogna (Seal)

Print Name: Marirose Insogna

My Commission Expires 12/23/2026



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Tetra Tech Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3475 E. Foothill Blvd

Requester's name and address (optional)

6 City, state, and ZIP code

Pasadena CA, 91107

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	4	1	4	8	5	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Chet Circo **Date ▶** 1/13/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications / Proposer Acknowledgement Cover Page (page 1) completed, signed and attached?	Yes	
Included proof of proper insurance and licensing as stated in proposal documents.	Yes	
Are all of the Required forms complete and included?	Yes	
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?	Yes	
Are you registered on Demandstar to received addendums	Yes	
Is each Addendum (when issued) signed and included?	Yes	
Have you checked your submission for proper organization, tabs are correct?	Yes	
Are you in compliance with the page limitations?	Yes	
Did you submit your proposal electronically?		No
Have you made sure your corporate address matches your Sunbiz information?	Yes	

PLEASE SIGN AND RETURN WITH PROPOSAL Brian Pratt

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications / Proposer Acknowledgement Cover Page (page 1) completed, signed and attached?	Yes	
Included proof of proper insurance and licensing as stated in proposal documents.	Yes	
Are all of the Required forms complete and included?	Yes	
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?	Yes	
Are you registered on Demandstar to received addendums	Yes	
Is each Addendum (when issued) signed and included?	Yes	
Have you checked your submission for proper organization, tabs are correct?	Yes	
Are you in compliance with the page limitations?	Yes	
Did you submit your proposal electronically?		No
Have you made sure your corporate address matches your Sunbiz information?	Yes	

PLEASE SIGN AND RETURN WITH PROPOSAL

State of Florida
Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 10, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of May, 2024

Secretary of State

Tracking Number: 4564481112CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Tetra Tech, Inc. 3475 E Foothill Boulevard Pasadena CA 91107-6024 USA	INSURER A: Safety National Casualty Corp	15105
	INSURER B: American International Group UK Ltd	AA1120187
	INSURER C: Allied World Surplus Lines Insurance Co	24319
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570108397079 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL6676804	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 6676805	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $100,000			62785232	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDC4068970 AOS PS4068969 WI	10/01/2024 10/01/2024	10/01/2025 10/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Environmental Contractors and Prof			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Tetra Tech, Inc.
3475 E. Foothill Boulevard
Pasadena CA 91107-6024 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 18

Certificate No : 570108397079

©1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Appendix A

Resumes

TETRA TECH

Georgia Vince

Project Manager

Georgia Vince has over 24 years of experience with environmental programs and 13 years of project management experience with governmental entities. She has managed projects of all sizes with budgets of over $2M. She was project manager for the St. Lucie County VA completed in 2021 and is currently supporting the St. Lucie County VA Update and Regional Resiliency Plan and Indian River County VA. She also led Palm Beach County,City of Hollywood, and City of Key West Resilient Florida Programs. Georgia has extensive experience in public speaking and coordinating with stakeholders on sensitive environmental issues.

EDUCATION

BS, Biological Oceanography, Florida Institute of Technology (1993)

REGISTRATION/CERTIFICATION

Qualified Stormwater Management Inspector # 25763

YEARS OF EXPERIENCE/WITH FIRM

24 Years/14 Years

OFFICE LOCATION

Stuart, FL

TETRA TECH PROJECT EXPERIENCE

St. Lucie County VA update and Regional Resilience Plan (VARRP), St. Lucie County, FL (6/2024-Ongoing). Project Manager. Leading the update to the 2021 VA, which includes additional modeling in accordance with Section 380.093 Florida Statutes (F.S.) and development of a Regional Resilience Plan that includes the City of Port St. Lucie..

St. Lucie County VA, St Lucie County, FL (2019-2021). Project Manager for the county wide sea level rise VA. Tetra Tech teamed with Erin L. Deady, P.A. and Clearview Geographic to prepare the St. Lucie County VA as a product of Resilience Planning Grant R2133. The VA was the first step in taking a systematic, data-driven approach in developing a community-wide resilience plan to analyze natural hazard risks and identify strategies to mitigate and adapt to those hazards in a proactive, equitable, and cost-effective way.

Indian River County VA, Indian River County, FL (4/2024-Ongoing). Project Manager. Leading the development of the county's VA in compliance with Florida Statutes. Coordinating meetings, gathering data, conducting exposure and sensitivity analyses, leading public presentations and outreach meetings, and developing the VA document with associated maps and tables.

Palm Beach County VA and Resilience Action Plan, Palm Beach County, FL (2023-2024). Project Manager for the County's first VA in accordance with Chapter 380.093 F.S. and development of a Resilience Action Plan to identify mitigation and adaptation strategies related to climate change and sea level rise. The project is funded by both a state Resilient Florida grant and a Department of Economic Opportunity (DEO) grant. The plan evaluates various climate threats including flooding, extreme heat, drought, wildfires, and coastal erosion.

City of Hollywood VA Update, Hollywood, FL (2023-2024). Project Manager for the City's VA Update Project, which is funded by a state Resilient Florida Grant to update their previously completed VA to meet Chapter 380.093 F. S. requirements. The Adaptation Plan developed as part of the VA Update will include 50 conceptual design plans for adaptation projects and evaluation of state and federal grant opportunities for funding the prioritized projects.

City of Key West VA and Climate Adaptation Plan, Key West, FL (2023-2024). Project Manager for the City's Resilient Florida VA that evaluates risks and hazards associated with sea level rise and climate change. This effort included a complex assets and data collection effort with important infrastructure on an. The project included a robust public outreach plan including public outreach meetings, project website, newsletter distribution and community engagement opportunities throughout the development of the VA. Tetra Tech is currently preparing an adaptation plan that includes a set of adaptation projects for the prioritized assets identified in the VA.

Erin L. Deady, Esquire, AICP

Attorney and Certified Land Planner

ERIN L. DEADY, P.A.

EXPERIENCE

Deady: 2011

Industry: 1995

AREAS OF EXPERTISE

Sustainability and Climate Planning

Energy Conservation

Land Use

Grant Funding

Environmental Restoration

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Planners

Florida Chapter of the American Planning Association

PROFESSIONAL SUMMARY

Ms. Deady has significant management experience on numerous complex projects involving climate legal, policy and planning elements including vulnerability analyses and integration of adaptation responses into Comprehensive Plans. Ms. Deady has worked on numerous sustainability, climate and energy planning efforts around the state for large and small local governments. Ms. Deady has published numerous articles and resources related to the planning and legal issues surrounding resiliency and adaptation planning strategies. A cornerstone of this experience includes the development and implementation of public engagement and outreach strategies to support local government policy and decision-making processes.

QUALIFICATIONS

Education

- Juris Doctorate, Nova Southeastern University, Shepard Broad Law Center 2000
- Master Public Administration, Environmental Growth Management, Florida Atlantic University 1996
- Master of Public Administration, University of the Virgin Islands, 1995
- Bachelor of Arts, Marine Science Affairs, University of Miami, 1993

Registrations / Certifications / Licenses

- Florida Bar No. 367310
- AICP, American Institute of Certified Planners

Training / Professional Development

- Admitted to Florida Bar (2000), member of Executive Council for the Environmental and Land Use Law Section, 2002-Present. Chair 2012-Present

WORK EXPERIENCE

Erin L. Deady, P.A. | 2011 - Present
President

Lewis, Longman & Walker, PA. | 2008 - 2011
Shareholder

Audubon of Florida | 1997 - 2003
Environmental Counsel

Florida Atlantic University | 1995 - 1997
Fellowship-Urban and Environmental Solutions

TETRA TECH

Christina Gray

Topobathymetric LiDAR Strategist

Christina Gray has 6 years of experience acquiring, processing, and creating topobathymetric LiDAR deliverables for projects that cover a variety of environments. These projects include hazard mapping, natural disaster relief, defense, and environmental surveying. She has experience with all parts of topobathymetric LiDAR process, from ground control survey, sensor operation, quality checks, creating and running automated cleaning algorithms, managing and training editing staff, creating final deliverables, and edits for client feedback. Additionally, Christina has lead work for vulnerability assessments for St. Lucie and Indian River counties, compiling county provided and publicly available asset lists and comparing the assets to multiple sea level rise scenarios, rainfall depth grids and storm surge to help guide future mitigation plans.

EDUCATION

BS Geoscience, Pacific Lutheran University (2016)

MS Geology, Portland State University (2019)

GIS Graduate Certificate, Portland State University (2019)

REGISTRATION/CERTIFICATION

Certified Mapping Technologist, LT076, October 2022

YEARS OF EXPERIENCE/WITH FIRM

6 Years/1 Years

OFFICE LOCATION

Denver, CO

TETRA TECH PROJECT EXPERIENCE

St. Lucie County VA Update and Regional Resilience Plan (VARRP), St. Lucie County, FL (6/2024-Ongoing). GIS Lead. Creating a new workflow to assist in county mitigation efforts for climate related sea level rise. Work included creating depth grids of sea level rise, storm surge, and future rainfall in additional to creating, managing, and developing metadata for county and publicly available asset data. Asset data was then overlayed with depth grids and compared to metrics such as the CDC Social Vulnerability Score to determine the assets most likely to need mitigation efforts.

Indian River County VA, Indian River County, FL (4/2024-Ongoing). GIS Lead. Creating a new workflow to assist in county mitigation efforts for climate related sea level rise. Work included creating depth grids of sea level rise, storm surge, and future rainfall in additional to creating, managing, and developing metadata for county and publicly available asset data. Asset data was then overlayed with depth grids and compared to metrics such as the CDC Social Vulnerability Score to determine the assets most likely to need mitigation efforts.

Shoreline Mapping for the Coastal Mapping Project, National Ocean and Atmospheric Administration (NOAA) National Geodetic Survey (NGS) (2024-Ongoing). Topobathymetric LiDAR Strategist. Worked as a subcontractor for Fugro to assist on their NOAA NGS Florida shoreline mapping project. Responsibilities included but were not limited to creating initial grounding automated routines, post calibration automated routines, and semi-automated routines for more efficient manual QA/QC.

LiDAR Data Acquisition and Processing for Topography and Boundary Survey for the Propose Black River, White River, and Black Scoter Solar Project, Brookfield Renewable US , Jackson County, AR (3/2024). Topobathymetric LiDAR Strategist. Duties included QC of the initial grounding, automated routines to remove features and other issues to assist in manual QA/QC, manual QC, and reporting.

Eastern Lake Superior LiDAR, NOAA Whitefish Point to Bay Mills, MI (8/2023-10/2023) Topobathymetric LiDAR Strategist. Assisted with the workflow development for the team's first topobathymetric LiDAR project. Created an automated cleaning and grounding routine in MicroStation to facilitate the best possible dataset for swath-to-swath alignment, as well as post alignment cleaning routines to limit the amount of manual editing needed on the data set. Developed the intensity correction workflow and developed the overall general project workflow.

TETRA TECH

Carlie Klapper

Resiliency and Sustainability Professional

Carlie Klapper has a diverse set of skills in sustainability and resiliency, green building, and geographic information systems (GIS). She joined the Tetra Tech team in April 2023 and is currently supporting Palm Beach County and City of Hollywood with their Resilient Florida Programs.

EDUCATION

MS, Sustainable Business, University of Miami (2022)

BA, Geography and Sustainable Development, Miami University (2021)

REGISTRATION/CERTIFICATION

LEED Green Associate, 11501-GREEN-ASSOCIATE

Construction Lifecycle Assessment Specialist, vugrovdx1i

YEARS OF EXPERIENCE/WITH FIRM

3 Years/1 Year

OFFICE LOCATION

Stuart, FL

TETRA TECH PROJECT EXPERIENCE

St Lucie County Vulnerability Assessment and Regional Resilience Plan, ST Lucie County, FL Task Manager for the County's t VA in accordance with Chapter 380.093 F.S. and development of a Regional Resilience Plan to identify mitigation and adaptation strategies related to climate change and sea level rise. The project is funded by both a state Resilient Florida grant and a Department of Economic Opportunity (DEO) grant. Tasks include a climate threat inventory, data acquisition, hazard evaluation, inundation mapping and modeling, public engagement, and the creation of a ranking methodology and cost benefit analysis resulting in the production of the final VA report and Regional Resilience Plan.

Palm Beach County Vulnerability Assessment (VA) and Resilience Action Plan, Palm Beach County, FL. Task Manager for the County's first VA in accordance with Chapter 380.093 F.S. and development of a Resilience Action Plan to identify mitigation and adaptation strategies related to climate change and sea level rise. The project is funded by both a state Resilient Florida grant and a Department of Economic Opportunity (DEO) grant. Tasks include a climate threat inventory, data acquisition, hazard evaluation, inundation mapping and modeling, public engagement, and the creation of a ranking methodology, resulting in the production of the final VA report and Resilience Action Plan.

City of Hollywood Vulnerability Assessment Update, Hollywood, FL. Task Manager for the City's VA Update Project, which is funded by a state Resilient Florida Grant to update their previously completed VA to meet Chapter 380.093 F. S. requirements. The VA includes public engagement, data acquisition, and inundation mapping and modeling components, which are summarized into a VA report. The Adaptation Plan developed as part of the VA Update will include 50 conceptual design plans for adaptation projects and evaluation of state and federal grant opportunities for funding the prioritized projects.

Indian River County Vulnerability Assessment, Indian River County, FL Task Manager for the City's VA Update Project, which is funded by a state Resilient Florida Grant to update their previously completed VA to meet Chapter 380.093 F. S. requirements. The VA includes public engagement, data acquisition, and inundation mapping and modeling components, which will culminate into a VA report.

SFWMD, Lake Okeechobee Component A Reservoir (LOCAR), Highlands County, FL. Project support for the LOCAR Feasibility Study and Draft Environmental Impact Statement, which is a federal planning document for 200,000 ac-ft water storage reservoir located north of Lake Okeechobee in Highlands County.

TETRA TECH

Patricia A. Grunwald

Environmental Engineer IV

Patricia Grunwald is proficient in using the two-dimensional hydrodynamic S2DMM Model and focuses on analytical modeling and data analysis. Input file preparation for the S2DMM model includes soil, land use, MODFLOW, topo, rainfall, evapotranspiration, and structure/channel inputs. She has 8 years of experience modeling using S2DMM. Her primary duties include GIS spatial analysis of hydrologic/hydrodynamic modeling, along with information research of South Florida Water Management District's (SFWMD's) DBHYDRO, ePermitting and other state and local databases. During her early years as an engineer, she worked in the petrochemical industry in three different areas. She served as a safety leader in the petrochemical plant and trained employees to prevent incidents and accidents.

EDUCATION

B.S., Chemical Engineer (Certified), Universiudad Iberoamericana, CDMS (2001)

YEARS OF EXPERIENCE/WITH FIRM

11 Years/2 Years

OFFICE LOCATION

Stuart, FL

TETRA TECH PROJECT EXPERIENCE

Cypress Creek Restoration, Palm Beach-Martin County, FL (1/2023 – Ongoing). S2DMM Modeler. Sets up hydrologic/hydraulic modeling for wetland restoration using SFWMD data and other local databases. Analyzing and evaluating model calibration and validation information of the S2DMM model results for the various areas of interest in support of water resource management. Hydrodynamic modeling and data analysis of water for wetland restoration and floodplain management. Inundation depth analysis for different options to improve the floodplain in the area.

Loxahatchee River Restoration Project, Flow Way 3, Palm Beach-Martin County, FL (1/2023 – Ongoing). S2DMM Modeler. Developed scope of work and budget for the project. The project consists of six subbasins contained in the Cypress Creek Regional Model. Sets up hydrologic/hydraulic modeling for wetland restoration using SFWMD data and other local databases. Analyzing and evaluating model calibration and validation information of the S2DMM model results for the various areas of interest in support of water resource management. Hydrodynamic modeling and data analysis of water for wetland restoration and floodplain management. Inundation depth analysis for different options to improve the floodplain in the area. Development of hydroperiods for the sheet flow.

PREVIOUS EXPERIENCE

Tomasello Consulting Engineers, Inc. (2014 – 2022). Provided engineering expertise and support for multiple waterflow modeling projects and GIS mapping for FEMA, Florida, multiple Florida counties, municipalities, private construction firms, and individuals. Proficient in the use of various software packages including S2DMM, Fortran, HEC-RAS, and ArcGIS. Duties also included researching permits and structures, working with LIDAR files, and identifying watersheds, culverts, and drainage patterns in a given region.

Collier County Flood Study: Ave Maria, Henderson, Faka Union/Miller, Southern Coastal, District 6, Coco A-B-C. Revised the Collier County Basins to deliver the FEMA flood study. Sets up input files of S2DMM model. Uses resources from SFWMD (DBHYDRO, ePermitting, SFWMD Model) and Arc Map-GIS. Compares SFWMD data for Calibration and Validation of S2DMM model.

Lee County Florida Flood Studies, Halfway and Mullock Creeks, Estero River, and Ten Mile Canal. Directs modeling and Digital Flood Insurance Rate Map mapping for flood studies for FEMA Physical Map Revision for the Ten Mile Canal, and Halfway and Mullock Creeks. Letter of Map Revision or Estero River. These basins are all modeled using S2DMM model developed by Tomasello Consulting Engineering, Inc. for flood study submittal to FEMA. Sets up input files for S2DMM Model using SFWMD databases. Models HEC-RAS for the Floodway and Floodplain using S2DMM results for the basins.

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 5/21/2025

RECOMMENDATION FOR AWARD

Solicitation No: RFQ 2025-009

Solicitation Title: Community Rating System (CRS) & Climate Resilience Prof. Support Svcs

Solicitation Advertisement: January 3, and January 10, 2025

Solicitation Due Date: February 3, 2025

Award Authority:
- [x] **City Commission**
- [ ] **City Manager**
- [ ] **Purchasing Manager**
- [ ] **Director of Finance**
- [ ] **Planning Board**
- [ ] **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Paul Thomas, CBO, CFM, Director of Building

Through: Coleen Hanson, Executive Assistant

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: Tetra Tech, Inc.

Initial Term Amount: $100,000.00

Contract Terms, if applicable: 3 yrs with two (2) one-year (or portion thereof) up to 60 months

Award is based on the following concurrence (s):

The chosen vendor scored the highest in the Cumulative Evaluation Matrix and is also a Treasure Coast company, supporting the local economy. All vendors were evaluated based on the criteria listed in Section IV, Item no. 13.1 of the proposal. Tetra Tech received the highest cumulative score.

City Commission Regular Meeting - 5:05 PM **11. F.**

Meeting Date: 06/16/2025

Re: Specific Authorization No. 2025-1: Structural Assessment of the Historic Seven Gables House, with a Cost Not to Exceed $6,426.

Submitted For: Jason Atkinson, Director of Public Works, Public Works

---

SUBJECT:

Approval of Specific Authorization No. 2025-1 for Structural Assessment of the Historic Seven Gables House, with a Cost Not to Exceed $6,426.

SUMMARY:

During the City Commission meeting on April 14, 2025, the City Commission received the results of RFP No. 2025-013 regarding the Exterior Rehabilitation of the Historic Seven Gables House. In light of the proposed expenses and possible changes in the site's usage, the City Commission directed staff to conduct a conditions assessment of the Historic Seven Gables House. Based on the assessment's findings, subsequent steps will be determined.

To facilitate this, City Staff engaged the services of Cape Design Engineering Co. under the City's Continuing Contract for Professional Services. The consultant will carry out a structural assessment as detailed in Specific Authorization No. 2025-1: Structural Assessment of the Historic Seven Gables House document at a cost not to exceed $6,426.

RECOMMENDATION:

Approve the Execution of Specific Authorization No. 2025-1: Structural Assessment of the Historic Seven Gables House, with a Cost Not to Exceed $6,426.

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Jason Atkinson, Public Works Director
Marsha Commond, Special Projects Coordinator

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2024-2025

Account: 0014004-534900
Amount: $6,426
OTHER INFORMATION:

Attachments

Specific Authorization No. 2025-1
Cape Design Engineering Co. Proposal
City Attorney's Office Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/05/2025 04:48 PM
Finance Department	Karen Logue	06/06/2025 11:11 AM
Form Started By: Marsha Commond		Started On: 05/27/2025 10:01 AM
Final Approval Date: 06/06/2025		

SPECIFIC AUTHORIZATION NO. 1

STRUCTURAL ASSESSMENT OF THE HISTORIC SEVEN GABLES HOUSE

PROFESSIONAL ENGINEERING SERVICES

Pursuant to the Continuing Contract for Professional Services related to "RFQ No. 2024-005 – Miscellaneous Professional Continuing Services" (hereinafter referred to as "AGREEMENT") between the City of Fort Pierce, Florida (hereinafter referred to as "CITY") and Cape Design Engineering Co. (hereinafter referred to as "CONSULTANT") dated the 16th day of September, 2024, the CITY authorizes the CONSULTANT to provide professional engineering services as detailed in this Specific Authorization (hereinafter referred to as "AUTHORIZATION").

The CITY desires professional engineering services related to the structural assessment of the Historic Seven Gables House, located at 482 N. Indian River Dr., Fort Pierce, FL 34950, hereinafter referred to as the "Project".

Section 1 - Scope of Work

CONSULTANT will provide the following services in accordance with this AUTHORIZATION and as described in Exhibit "A", which is attached hereto and incorporated by reference herein:

CONSULTANT will perform a structural assessment and provide a report for the Historic Seven Gables House with a focus on long-term stability, code compliance, and preservation of the historic wood structure, including the impact of relocation and age-related deterioration.

Section 2 - Deliverables

CONSULTANT shall provide the following deliverables to the CITY as list below and described in Exhibit "A", which is attached hereto and incorporated by reference herein:

Proposed services will be completed within _1_ month from the issuance of the Notice to Proceed.

Section 3 - Method and Amount of Compensation

CITY will compensate CONSULTANT for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit "A", which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed $6,426.00

Section 4 - CITY's Responsibilities

CITY hereby designates the City Engineer or his designee as CITY's representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the CONSULTANT by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO
FORM & CORRECTNESS:

_____
Sara Hedges,
City and Agency Attorney

CAPE DESIGN ENGINEERING CO.:

By:_____ Date: _____

_____ (name)

_____ (title)

Exhibit "A"
Scope of Work

CONSULTANT will provide the following services under Specific Authorization No. 1:

1. Pre-Inspection Research:
    a. Review available historical records, past relocation details, and any prior structural assessments.
    b. Identify potential modifications or repairs completed since the 1998 relocation.

2. Visual Structural Inspection:
    a. Foundation System: Assess the current foundation type (e.g., piers, slabs, or crawlspace supports) for settlement, movement, or water intrusion.
    b. Floor Framing: Inspect accessible floor joists, beams, and girders for signs of rot, sagging, insect damage, or inadequate support.
    c. Wall Framing: Examine interior and exterior load-bearing walls for structural integrity and material degradation. Note any signs of water damage, mold, or termite activity in cypress framing.
    d. Roof Framing: Visually assess the roof structure from attic or accessible space for deflection, rafter condition, connections, and moisture intrusion.
    e. Connections and Anchorage: Evaluate how the structure is anchored to the foundation, especially considering relocation in 1998. Check for corrosion or deterioration in connectors, fasteners, and tie-downs.

3. Structural Envelope Review:
    a. Observe exterior siding, fascia, soffits, and trim for structural or cosmetic damage.
    b. Identify any areas where the structural envelope has been compromised due to weathering or deferred maintenance.

4. Code and Safety Compliance Review:
    a. Note any safety hazards such as railing heights, guard conditions, or noncompliant stair structures.

5. Documentation and Reporting:
    a. Provide a written report summarizing observations, including photographic documentation.
    b. Identify areas requiring immediate repair, long-term monitoring, or further invasive investigation.
    c. Recommend corrective actions and estimated timelines for structural repairs or improvements.

CONSULTANT is expected to schedule:
1. A site visit within 10 business days of receiving the Notice to Proceed; and
2. A report within 15 business days following the site visit.

CONSULTANT will be paid a lump sum – Net 30 after the Report is issued.

Cape Design Engineering Co.

2725 Center Place
Melbourne, Fl 32940
Phone: 321.799.2970 | Fax: 321.799.0375 | www.cdeco.com

CDE LETTER: 25-E-036.01

April 29th, 2025

TO: City of Fort Pierce
Jason Atkinson | Public Works Director
52 Savannah Road
Fort Pierce, FL 34982

SUBJECT: 7 Gables Building, 482 N Indian River Drive, Fort Pierce, FL 34950

Stewart,

Thank you for considering Cape Design Engineering Co. ("CDE"), a wholly owned subsidiary of 8-koi. Cape Design Engineering Co. (CDE) is pleased to submit this fee proposal for the above subject solicitation (7 Gables Building, 482 N Indian River Drive, Fort Pierce, FL 34950). The fee is based on phone call on 04/17/2025. Cape Design Engineering Co. (CDE) will provide structural engineering services to evaluate the 7 Gables Building. The total proposed fee for this project is $ **6,426.00.**

Structural Inspection Scope of Work

Project: Structural Assessment of Seven Gables House

Location: 482 N Indian River Drive, Fort Pierce, FL 34950

Original Construction Date: 1905

Relocated: 1998 by the City of Fort Pierce

Construction Type (assumed): Traditional wood framing, likely Florida Cypress

Objective:

To evaluate the current structural condition of the Seven Gables House with a focus on long-term stability, code compliance, and preservation of the historic wood structure, including the impact of relocation and age-related deterioration.

Scope of Work:

Pre-Inspection Research:

- Review available historical records, past relocation details, and any prior structural assessments.
- Identify potential modifications or repairs completed since the 1998 relocation.

2725 Center Pl, Melbourne, Fl 32940
321.799.2970

Visual Structural Inspection:

- Foundation System: Assess the current foundation type (e.g., piers, slabs, or crawlspace supports) for settlement, movement, or water intrusion.
- Floor Framing: Inspect accessible floor joists, beams, and girders for signs of rot, sagging, insect damage, or inadequate support.
- Wall Framing: Examine interior and exterior load-bearing walls for structural integrity and material degradation. Note any signs of water damage, mold, or termite activity in cypress framing.
- Roof Framing: Visually assess the roof structure from attic or accessible space for deflection, rafter condition, connections, and moisture intrusion.
- Connections and Anchorage: Evaluate how the structure is anchored to the foundation, especially considering relocation in 1998. Check for corrosion or deterioration in connectors, fasteners, and tie-downs.

Structural Envelope Review:

- Observe exterior siding, fascia, soffits, and trim for structural or cosmetic damage.
- Identify any areas where the structural envelope has been compromised due to weathering or deferred maintenance.

Code and Safety Compliance Review:

- Note any safety hazards such as railing heights, guard conditions, or noncompliant stair structures.

Documentation and Reporting:

- Provide a written report summarizing observations, including photographic documentation.
- Identify areas requiring immediate repair, long-term monitoring, or further invasive investigation.
- Recommend corrective actions and estimated timelines for structural repairs or improvements.

Optional Add Services (if requested):

- Invasive inspection (limited removal of finishes to verify hidden framing condition)
- Moisture intrusion testing
- Pest and wood rot evaluation with specialty subconsultants
- Cost estimating for structural rehabilitation

Schedule:

- **Site Visit:** Within 10 business days of NTP (Notice to Proceed)
- **Report:** Within 15 business days following the site visit

Changes to the scope or design concept from the client after contract award will require a re-submission of cost for the additional services.

Fee Schedule:

Services will be invoiced monthly based on the percentage of work completed.

Total	**$ 6,426.00**

2725 Center Pl, Melbourne, Fl 32940
321.799.2970

This fee proposal is valid for 30 days. CDE will mobilize once a purchase order has been received, indicating a notice to proceed and work toward a schedule mutually agreed upon.

We look forward to working with you. If you have any further questions, please feel free to contact us.

Sincerely,

Matthew E. Charmbury, Director of Engineering

By signing below, Clients grants CDE Authority to Proceed (ATP) as proposed:

Client Authorized Signature: _____

Title: _____

Date: _____

CDE Authorized Signature: _____

Title: _____

Date: _____

2725 Center Pl, Melbourne, Fl 32940
321.799.2970

General Terms and Conditions
Professional Services Agreement Between Cape Design Engineering, Co. (CDE) and the Client

These General Terms and Conditions, in combination with those documents incorporating them by reference, constitute the entire agreement (the Agreement) between CDE and the Client to perform the described services and all subsequent, mutually agreed change orders. This Agreement supersedes all prior proposals or negotiations between the parties with respect to the Project. These terms and conditions will also apply to any contract or purchase order document issued by the Client for future services, whether or not it is expressly incorporated. In the event of any conflict between these terms and conditions and the provisions of any purchase order or other document, these terms and conditions shall control unless the conflicting document expressly supersedes specific provisions herein.

1. **Qualifications.** Client has been provided information concerning CDE's qualifications and has had a full opportunity to investigate and confirm those qualifications. Client agrees CDE is qualified to provide the services required for the Project.

2. **Standard of Care.** CDE shall exercise the reasonable standard of care to comply with requirements of applicable codes, regulations, and current written interpretation thereof published and in effect during CDE's services. In the event of changes in such codes, regulations, or interpretations during the course of the Project that were not and could not have been reasonably anticipated by CDE and which results in a substantive change to delivered documents, CDE shall not be held responsible for the resulting additional costs, fees, or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

3. **Client Deliverables.** The Client shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project, and shall establish a budget with reasonable contingencies that meets the Project requirements. Any costs incurred due to late delivery of data, false information, or incomplete information or by subsequent changes of the information shall be borne by Client. The Client shall furnish for the benefit of the Project all legal, accounting and insurance counseling services required.

4. **Representations and Warranties.** The Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. CDE will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. CDE, however, cannot and does not warrant or guarantee that the work will comply with the interpretation of such requirements by others. CDE warrants that it will perform the engineering services in a good and workmanlike fashion and in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing engineering services of a similar nature for similar projects that at the time the engineering services are performed.

   CDE makes no warranties relating to the staffing, performance or costs of operation or practical implementation, nor makes any other warranties expressed or implied. All implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, are expressly disclaimed and waived, it being acknowledged and agreed that the only warranties afforded hereunder are those set forth in the Agreement. CDE shall have no liability for errors or inaccuracies in the engineering documentation attributable to the use and/or reliance upon data, design criteria, drawings, specifications, reports, or other information furnished by Client and CDE

does not warrant such process, or the design associated therewith.

5. **Limitation of Liability/Consequential Damages**: To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of CDE and subconsultants, to the Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to CDE's services, this Agreement or any Addenda, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall be limited to the lesser of (i) $50,000.00; or (ii) the total amount of compensation received by CDE under this Agreement. In no event shall CDE be liable to the Client or to any third-party for incidental damages, consequential damages, or loss of profits. As long as there are no specific mandatory laws to the contrary, in no case whatsoever, shall Client be entitled to contractual or tort claims for damages resulting from, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages, and any other act giving rise to liability.

6. **Title to Engineering Documentation/Intellectual Property Right:** The engineering documentation prepared by CDE which is supplied to Client in accordance with this Agreement shall become the property of Client upon receipt and payment in full for services rendered. CDE reserves all intellectual property rights in the engineering documentation and information provided to Client in particular copyright, right of inventions and confidential know-how (IP Rights). Client shall not disclose such documents and information received from CDE without CDE's prior written consent.

7. **Invoices and Payments:** CDE will submit invoices to the Client based in accordance with the payment conditions agreed upon in the Agreement. All invoices are due upon receipt. Client understands and agrees that it shall be fully responsible for the timely payment of all invoices regardless of whether Client may be entitled to reimbursement from a third-party. The Client agrees that CDE may withhold written reports and other work product pending full payment of all charges accrued. CDE may stop all work and withdraw from the Project if any invoice remains unpaid. A 15%/month finance charge may be applied to unpaid balances. In the event of termination, suspension or abandonment of the Project, the Client shall remain liable for all charges accrued.

8. **Changes:** Supplementary services or change requests by Client regarding the scope of engineering services will be invoiced separately based on the standard hourly rate for engineering change order services.

9. **Delivery and Taking Over of Engineering Services:** Delivery shall be regarded as completed on the date of receipt of the engineering documentation specified in the Agreement. The time schedule in accordance with this Agreement is preconditioned on the due fulfilment of all contractual obligations by Client. In case the Client does not fulfill its payment obligations or any other contractual obligations in time, the time schedule will be adjusted accordingly. Client shall notify CDE of any claims regarding the engineering documentation within thirty (30) days from the date of receipt of the engineering documentation, otherwise delivery of the engineering documentation and respectively, the engineering services shall be regarded as fully accepted by Client. In the case of non- conformity of the engineering documentation with the documents to be provided under this Agreement, CDE has the right to take remedial steps within a reasonable timeframe to be agreed upon between CDE and the Client. In no case shall Client be entitled to a price reduction in case of non-conformity.

10. **Confidentiality:** The parties shall treat all information and documentation exchanged under this Agreement except for the engineering documentation as confidential and make it known or accessible to third parties only to the extent necessary for the performance of this Agreement. This obligation remains in force for 3 years from the date of signature of this Agreement even when the present contract has been cancelled or withdrawn.

11. **Relationship of the Parties:** It is understood and agreed that in performing services related to the Project, CDE is acting as an independent contractor and not as an employee or agent of Client.

12. **Entire Agreement; Amendment:** This Agreement is the entire agreement of the parties concerning the Project and supersedes all prior agreements, representations, and understandings concerning the Project This Agreement may be amended, modified, or supplemented only by a writing executed by both Parties.

13. **Law and Venue:** This Agreement shall be construed and governed by Florida law without reference to conflict of laws principles. Venue for any litigation arising out of or related to the Assignment or this Agreement shall be litigated exclusively in a court of competent jurisdiction to the exclusion of the courts of any other state or jurisdiction.

14. **Attorney Fees:** In any litigation arising out of or related to this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

15. **Force Majeure:** Either party shall be excused for failures and delays in performance of its obligations under this Agreement because of any cause beyond its control and without the fault of such party for any act of God, war, pandemic, endemic, riot, insurrection, terrorism, hurricane, flood, or lightning strike. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance under this Agreement with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision. The parties acknowledge and agree that the provisions of this Section 15 shall not excuse any delay in performance, or any payment obligation contemplated by the Agreement, except to the extent that any precondition(s) to such payment obligation are delayed as a result of an event described herein.

16. **Wavier:** Waiver of any agreement or obligation set forth in this Agreement by either party shall not prevent that party from later insisting on full performance of such agreement or obligation and no course of dealing, partial exercise or any delay or failure on the part of any party in exercising any right, power, privilege, or remedy under this Agreement shall impair or restrict any such right, power, privilege, or remedy or be construed as a waiver therefor.

17. **Severability**. If any one or more of the provisions of this Agreement is adjudged to any extent invalid, unenforceable, or contrary to law by a court of competent jurisdiction, each, and all of the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18. **Miscellaneous**. The parties agree that this is a valid and binding contract effective as of the date of the last of the parties to sign below.

19. **Pursuant to Florida Statute 558.0035, an individual employee or agent of Cape Design Engineering Company may not be held individually liable for negligence.**

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MARSHA COMMOND, SPECIAL PROJECTS COORDINATOR - PUBLIC WORKS, PUBLIC WORKS, DIRECTORS OFFICE

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: SPECIFIC AUTHORIZATION NO. 2025-1: STRUCTURAL ASSESSMENT OF THE HISTORIC SEVEN GABLES HOUSE

CAO RLS FILE: 25-137

DATE: MAY 21, 2025

I have reviewed the above request for legal services (RLS) related to Specific Authorization ("SA") No. 1 with Cape Design Engineering Co. for services related to the Historic Seven Gables House. A redlined and clean copy of the Specific Authorization are uploaded. The clean copy is approved as to form and correctness.

Please be aware that there was only one exhibit noted to be attached to this document, Exhibit "A" for the Scope of Work. The RLS did not contemplate the Consultant's proposal from April 29, 2025 being attached and adopted in SA No. 1. It is recommended that the Consultant's proposal document not be signed, as pages 4 through 7 contain general contract language that may supersede the provisions of the continuing contract for professional services that was approved by the Commission in September of 2024. Thus, the only document the City and Consultant should be signing is SA No. 1.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. G.**

Meeting Date: 06/16/2025

Re: Request Approval of Johnson-Davis, Inc. Specific Authorization No. 4 for Thumb Point Drive Drainage Repairs, Ref. Piggyback Contract S2029

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of emergency expenditure to Johnson-Davis, Inc. for Thumb Point Drive Emergency Drainage Repairs at 1526 Thumb Point Drive and 1679 Thumb Point Drive in the amount not to exceed $209,405.00

SUMMARY:

The Public Works Department has received complaints from residents at 1526 Thumb Point Drive and 1679 Thumb Point Drive regarding sinkholes on the properties. The Engineering Department was contacted to provide assistance in determining the condition and cause. Upon investigation by the Engineering Department's emergency service contractor, Johnson-Davis, Inc., there are failures within the drainage pipes and structures within the drainage easements. The work under SA No. 4 attached is for the associated work necessary to remediate failing infrastructure found during the condition assessment and restore the areas. The proposed work is an immediate need as failing areas are abutting pools, causing structural issues and further potential damage to residential properties.

The repairs of the existing drainage system within the area and drainage easements will include lining 110 linear feet of 18-inch reinforced concrete pipe, replacing 152 linear feet of 18-inch reinforced concrete pipe and replacing storm structure grates. Also, restorations will include repairs to sinkholes, pavers, outfall pipes, fencing, concrete driveway and sod.

RECOMMENDATION:

Pursue repairs through the emergency contract with Johnson-Davis, Inc. Johnson-Davis performed initial investigations due to sinkhole reports and concerns from homeowners whose side yards abutting pools are being impacted. Additionally, since initial investigations, sinkholes have been growing in the impact areas. Repairs would be required as soon as possible to lessen further impacts during storm season.

ALTERNATIVES:

Deny and advertise for bids.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Johnson-Davis, Inc.
Public Works Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 403-4300-534900
Amount: $209,405.00
FISCAL IMPACT:

The funds for this project shall be encumbered from SMU Capital Account No. 403-4300-534900 in the amount of $209,405.00.

Attachments

Specific Authorization No. 4 - JD Signed
Specific Authorization No 4 Exhibit A - Proposal
Thumb Point Drive Drainage Repairs City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	06/06/2025 11:35 AM
City Manager	Richard Chess	06/06/2025 04:25 PM
Form Started By: Venetia Barnes		Started On: 06/04/2025 11:36 AM
Final Approval Date: 06/06/2025		

SPECIFIC AUTHORIZATION NO. 4
1526 THUMB POINT DRIVE AND 1679 THUMB POINT DRIVE
DRAINAGE REPAIRS

Pursuant to the Piggyback Contract to the Town of Jupiter's Stormwater Utility Infrastructure Repairs Unit Price Contract, S2029 between the **City of Fort Pierce** (hereinafter referred to as "CITY") and **Johnson-Davis, Incorporated** (hereinafter referred to as "CONTRACTOR"), on or about _____, 2025, CITY authorized the CONTRACTOR to provide services in accordance with the terms and conditions set forth in the Piggyback Contract.

Section 1 - Scope of Work and Schedule of Services

CONTRACTOR will provide the following emergency services in accordance with this AUTHORIZATION:

Repairs of the existing drainage system within the area and drainage easements of 1526 Thumb Point Drive and 1679 Thumb Point Drive in Fort Pierce, FL.

1. Clean and video both 15" and 18" RCP,
2. Line 110 linear feet of 18" RCP with 18" CIPP Liner,
3. Remove and replace Type E Reticuline Grates,
4. Restore sinkhole, pavers and sod
5. Remove and replace 18" RCP
6. Restore outfall, fencing, concrete driveway and sod.

Section 2 - Deliverables

CONTRACTOR will provide the deliverables to the CITY as described in Exhibit "A", attached hereto and incorporated by reference herein, 60 days from the Notice to Proceed.

Section 3 - Method and Amount of Compensation

CITY will compensate CONTRACTOR for services under this AUTHORIZATION in accordance with the payment method as set forth in the attached Exhibit "A".

The budget (or fee) for the services is not to exceed $209,405.00.

Section 4 - Other Provisions

All applicable portions of the Piggyback Contract not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the CONTRACTOR by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: _____ Date: _____
Linda Hudson, Mayor

JOHNSON-DAVIS, INCORPORATED

By: _____ Date: 6/2/2025
Clark Cryer, Vice President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: _____
Sara Hedges, City Attorney

Exhibit A

1526 Thumb Point Dr, Ft Pierce - 18-Inch Pipe Lining & Restorations
Johnson-Davis Inc. / Proposal REV 4-3-2025

A	B				C
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE
	MOBILIZATION	1.00	LSU	$ 7,200.00	$ 7,200.00
	GENERAL CONDITIONS	1.00	LSU	$ 4,200.00	$ 4,200.00
	PLUG & DEWATERING	4.00	DAY	$ 2,200.00	$ 8,800.00
	PRE/POST CCTV & HEAVY CLEANING - 18"	110.00	LF	$ 90.00	$ 9,900.00
	18" CIPP LINER	110.00	LF	$ 340.00	$ 37,400.00
	PRE/POST CCTV & STANDARD CLEANING - 15"	330.00	LF	$ 35.00	$ 11,550.00
	PRE/POST CCTV & STANDARD CLEANING - 18"	305.00	LF	$ 45.00	$ 13,725.00
	REPLACE TYPE 'E' RETICULINE GRATES	3.00	EA	$ 2,400.00	$ 7,200.00
	FLORATAM SOD	60.00	SY	$ 36.00	$ 2,160.00
	RESTORE SINKHOLE & PAVERS (POOL AREA)	1.00	LSU	$ 7,500.00	$ 7,500.00
					109,635.00

NOTES:

General Conditions inculde MOT, NOI, Turbidity Curtain, Density Testing, and Preconstruction Video.

Full, continued access along City Drainage Easement through private residence (1526 S Thumb Point Dr, Fort Pierce) is required.
Excludes all other Permits, Inspection, Engineering, Bonding, and Impact Fees.
Restoration of private residence (1526 S Thumb Point Dr, Fort Pierce) is limited to the sink hole inside pool deck area immediately above the storm drainage within City Drainage Easement, and new sodding in area of lining / vactor equipment.
Additional Travertine / Outdoor Paver material (if unsalvageable) to be provided by others or homeowner - 1526 S Thumb Point Dr, Fort Pierce.
Final TV Video & Reports Included.
Bond premium is not included in this Proposal.

18" CIPP LINING, RESTORATIONS, HEAVY CLEANING & TV
SINKHOLE IN PAVERS
110.00 ft
150.00 ft
S Thumb Point Dr
S Thumb Point Dr
S Thumb Point Dr
Measure distance
Click on the map to add to your path
Total distance: 110.00 ft (33.53 m)
Layers

LEGEND

STORM MANHOLE	Ⓓ
CATCH BASIN	□
BAFFLE BOX	◉
PIPE	———
OUTFALL PIPE	△

Q:\Engineering CADD Files\Drawings\Reference\Base Maps\MAINTENANCE MAP2.dwg

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

DATE	BY	REVISIONS
7/9/21	DAD	FRANCES CT. DRAINAGE
10/25/22	DAD	STORMWATER DRAINAGE

DATE 02-28-16
SCALE N.T.S.
SURVEY BY CHARTRAND
DWNG. BY DSUMNER
DESIGN BY DSUMNER
APPROVE BY JANDREWS

B2

DRAINAGE MAINTENANCE MAP

SHEET NO.
42 OF 45
PROJECT NO.
W-0285

STANDARD CLEAN & TV
330 LF - 15" RCP
305 LF - 18" RCP

Faber Cove
S Thumb Point Dr
Malabar Ave
Tradewinds Ave
Bahia A
150 LF - 18" RCP
330 LF - 15" RCP
Faber Ave
Faber Ct
Island Pet Services
Thumb Point Dr
Thumb Point Dr
S Thumb Point Dr
155 LF - 18" RCP
S Thumb Point Dr
Google

1679 Thumb Point Dr, Fort Pierce - 18" RCP Remove & Replace

Johnson-Davis Inc. / Proposal REV 4-3-2025

A	B				C
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE
	MOBILIZATION	1.00	LSU	$ 5,000.00	$ 5,000.00
	GENERAL CONDITIONS	1.00	LSU	$ 4,500.00	$ 4,500.00
	DEWATERING	1.00	LSU	$ 9,750.00	$ 9,750.00
	REMOVE & REPLACE 18" RCP	152.00	LF	$ 225.00	$ 34,200.00
	CONNECT TO EXISTING STRUCTURE	1.00	EA	$ 9,800.00	$ 9,800.00
	RESTORE OUTFALL	1.00	EA	$ 18,900.00	$ 18,900.00
	FLORATAM SOD	170.00	SY	$ 36.00	$ 6,120.00
	RESTORE FENCING	1.00	LSU	$ 3,500.00	$ 3,500.00
	RESTORE CONCRETE DRIVEWAY	400.00	SF	$ 20.00	$ 8,000.00
					99,770.00

NOTES:

General Conditions inculde MOT, NOI, Plugging existing Storm Drainage, Turbidity Curtain, Density Testing, and Preconstruction Video.
Full, continued access along City Drainage Easement through private residence (1679 Thumb Point Dr, Fort Pierce) is required.
Excludes all other Permit, Inspection, Bonding, and Impact Fees.

Restorations is limited to City Drainage Easement- furnish & install sodding and backyard fence of 1679 Thumb Point Dr, Fort Pierce.

Final TV Video & Reports Included.
Excludes all other vegetation located at properties 1679 Thumb Point Dr & 1675 Thumb Point Dr, Fort Pierce.
Driveway restoration is limited to sawcut area inside drainage easement with property 1679 Thumb Point Dr, Fort Pierce.
Bond premium is not included in this Proposal.

Thumb Point Dr
Thumb Point Dr
Thumb Point Dr
780
1675
50.00 ft
100.00 ft
152.04 ft
Measure distance
Click on the map to add to your path
Total distance: 152.04 ft (46.34 m)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENETIA BARNES, STORMWATER ENGINEER MANAGER

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: APPROVAL OF JOHNSON-DAVIS, INC. SA NO. 4 FOR THUMB POINT DRIVE DRAINAGE REPAIRS

CAO RLS FILE: 25-123

DATE: MAY 15, 2025

I have reviewed the above Request for Legal Services related to Approval of Johnson-Davis, Inc. SA No. 4 for Thumb Point Drive Drainage Repairs. A redlined copy of SA No. 4 is attached with a change as to the signature from Johnson-Davis. Clark Cryer is listed as the President on the SA, but the company's website has him listed as the Vice President. Please confirm who is to sign on behalf of the company and their title before presenting to the Commission. A clean copy of SA No. 4 is also uploaded, and the clean copy is approved as to form and correctness.

Also, please note that the piggyback contract term is set to expire in August of 2025.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

City Commission Regular Meeting - 5:05 PM **11. H.**

Meeting Date: 06/16/2025

Re: Approval of Specific Authorization 1 with EXP US Services, INC.- Downtown Festival Street Redevelopment- Ref. RFQ No. 2024-005

Submitted For: Jessica Williams, Redevelopment Specialist , Community and Economic Dev

---

SUBJECT:

Approval of Specific Authorization 1 with EXP US Services, INC. for Professional Architectural and Engineering Services for the Downtown Festival Street Redevelopment not to exceed $195,405.00.

SUMMARY:

The redevelopment of 2nd Street will focus on fostering community engagement, supporting local commerce, and enhancing the area's aesthetic appeal. EXP team is committed to delivering a comprehensive design and implementation strategy that will seamlessly transition the space from a regular roadway to an event venue. The project will involve the following key objectives:

1. Designing a flexible space for both vehicle traffic and walk-able event activities.
2. Enhancing the visual appeal with landscaping, street furniture, and decorative lighting.
3. Creating a space that fosters community engagement and attracts visitors.
4. Ensuring accessibility and safety for all users, including pedestrians and vendors.

EXP will provide the following professional services to meet the City of Fort Pierce's requirements for the Downtown Festival Street Redevelopment project. The work will be performed in phases to ensure thorough planning, community involvement, and the timely implementation of the design.

The City Commission approved the Continuing Contract for Professional Architecture and Engineering Services with EXP U.S. Services during the consent agenda at the meeting on July 15, 2024. The contract is for a duration of one year, with the option to renew for three additional one-year terms.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Amend or deny Specific Authorization

RESPONSIBLE STAFF:

Jessica Williams: Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage: Community & Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 0149400 534900
Amount: $195,405.00
OTHER INFORMATION:
This project was allocated $250,000 in the FY FPRA Project-Based Budget

Attachments

SPECIFIC AUTHORIZATION NO. 1 Downtown Festival Street Redevelopment
RLS City Attorney Memo
Continuing Services Contract with EXP US Services, INC
EXP with Subconsultants Proposal
Downtown Festival Street Presentation

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	06/06/2025 02:33 PM
City Manager	Richard Chess	06/06/2025 04:26 PM
Form Started By: Jessica Williams		Started On: 05/23/2025 04:59 PM
Final Approval Date: 06/06/2025		

SPECIFIC AUTHORIZATION NO. 1

Downtown Festival Street Redevelopment

Professional Architectural and Engineering Services

SCOPE OF SERVICES

Pursuant to the Continuing Contract for Professional Services related to "RFQ No. 2024-005 – Miscellaneous Professional Architectural Services" (hereinafter referred to as "AGREEMENT") between the City of Fort Pierce, Florida a political subdivision of the State of Florida (hereinafter referred to as the "CITY") and EXP U.S. Services, Inc. (hereinafter referred to as "CONSULTANT") dated the 16th day of September 2024, the CITY and the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163, (hereinafter referred to as "FPRA") authorize the CONSULTANT to provide Professional Architectural and Engineering Services as detailed in this Specific Authorization (hereinafter referred to as "AUTHORIZATION").

The FPRA seeks to create a versatile, attractive, and functional public space in its downtown area. The redevelopment of 2nd Street will focus on fostering community engagement, supporting local commerce, and enhancing the area's aesthetic appeal. The project area consists of the intersection of Avenue A & N. 2nd Street, the intersection of Orange Avenue and N. 2nd Street, as well as N. 2nd Street from Orange Avenue to Avenue A.

Section 1 - Scope of Work

CONSULTANT will provide the following services in accordance with this AUTHORIZATION and as described in Exhibit "A", which is attached hereto and incorporated by reference herein:

1. Design a space for both vehicle traffic and walkable event activities.
2. Enhance the visual appeal with landscaping, street furniture, and decorative lighting.
3. Create a space that fosters community engagement and attracts visitors.
4. Ensure accessibility and safety for all users, including pedestrians and vendors.

The work, which will include meetings with the City, data inventory and collection, drawing up design and engineering plans, and procuring necessary permits, will be performed in phases to ensure thorough planning, community involvement, and the timely implementation of the design. CONSULTANT will collaborate with CITY and/or

FPRA and their subconsultants to support historic preservation, survey, and feasibility studies.

Section 2 - Deliverables

CONSULTANT shall provide the deliverables to the CITY and/or FPRA as described in Exhibit "A".

Proposed services will be completed within thirty-two (32) weeks from the issuance of a Notice to Proceed.

Section 3 - Method and Amount of Compensation

The FPRA will compensate CONSULTANT for services under this AUTHORIZATION in accordance with the fee schedule as set forth in Exhibit "A".

The budget (or fee) for the Project shall not exceed $195,405.00.

Section 4 - FPRA's Responsibilities

The FPRA hereby designates the FPRA DIRECTOR or his/her designee as FPRA's representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

(Remainder of Page Left Blank)

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the CONSULTANT by its duly authorized officer, and the CITY and the FPRA have caused the same to be duly executed in their name and on their behalf, effective as of the date of the last signature below.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

Date: _____

ATTEST:

_____

Linda Cox, Agency Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

_____

Linda Hudson, Chairperson

Date: _____

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges,
City and Agency Attorney

EXP U.S. Services, INC:

By: Patrick Russell
Patrick Russell (May 23, 2025 13:00 EDT)

Patrick J. Russell, P.E.; Project Manager

Date: 05/23/25

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JESSICA WILLIAMS, REDEVELOPMENT SPECIALIST, COMMUNITY AND ECONOMIC DEV, FPRA DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW AND APPROVAL OF SPECIFIC AUTHORIZATION NO. 1 FOR THE DEVELOPMENT OF 2ND STREET DOWNTOWN FESTIVAL STREET WITH EXP U.S. SERVICES

CAO RLS FILE: 25-118

DATE: MAY 14, 2025

I have reviewed the above request for legal services related to Specific Authorization ("SA") No. 1 between the FPRA and EXP U.S. Services, Inc. for the development of 2nd Street (referred to in the proposal and SA as "Downtown Festival Street"). A redlined and clean copy of the Specific Authorization are uploaded. The clean copy is approved as to form and correctness.

It appears the proposal submitted by the Consultant is intended to be Exhibit A under the Specific Authorization. It is approved as to form and correctness. Please note, the subcontractor agreements contained in the proposal should be signed by the Consultant, not the City or the FPRA.

Please note the following changes to the Specific Authorization:

1) The authorization would approve work for up to 32 weeks, which is an estimate by the Consultant of the time in which it will take to complete the deliverables. The continuing service contract with the Consultant was originally for 1 year, with the ability to renew for 1-year increments, starting September of 2024. A 32-week timeline for deliverables under SA No. 1 would go beyond the original continuing service contract and require a renewal of the agreement.
2) The amount of compensation was edited to reflect the total requested by the Consultant ($195,405) and to include that the total is to include all subcontractor costs.
3) The date of the original agreement was corrected to reflect the date of signing (September 16, 2024).

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **EXP U.S. SERVICES, INC.** whose principal address is **2601 Westhall Lane, Maitland, FL 32751** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional architectural and engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional architectural and engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] (hereinafter "professional services").

Consultant represents to the CITY that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without

additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the scope of work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible

or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees

to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which

are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
EXP U.S. SERVICES, INC.
2601 Westhall Lane
Maitland, FL 32751

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the

Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson

Linda Hudson, Mayor

10/15/24

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Patrick Russell, PE

Title: Representative | Project Manager

Today's Date: September 24, 2024

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: EXP U.S. Services, Inc.

Authorized Representative's Name and Title: Patrick Russell; Representative/Project Manager

Address: 2601 Westhall Ln, Maitland, FL 32751

City: Maitland State: FL Zip Code: 32751

Phone Number: (904) 540-4622 Email Address: Patrick.Russell@exp.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:	Patrick Russell; Representative/Project Manager	September 25, 2024
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF Flagler

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization

this 25 day of September, 20 24 by Patrick Russell, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Brianna Katherine Gagliardi My Commission Expires: 7/7/2025

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

Downtown Festival Street Redevelopment Proposal
For
The City of Fort Pierce

Friday, April 25, 2025

Ms. Jessica Williams
Redevelopment Specialist
City Manager's Office | City of Fort Pierce
100 N U.S. 1, Fort Pierce, FL 34950
Office: 772.742.9849
Cell: 772.828.9918

Re: **Project Name:** Downtown Festival Street Redevelopment
Project Location: 2nd Street, between Avenue A and Orange Avenue, City of Fort Pierce, FL

Dear Ms. Williams,

Thank you for considering **EXP U.S. Services, Inc.** ("Consultant") to assist the **City of Fort Pierce** (“City”) with the redevelopment of 2nd Street in downtown Fort Pierce to create a dynamic Downtown Festival Street. We are excited to submit this proposal ("Agreement") for professional services related to the design, planning, and construction of this important project. Our goal is to transform 2nd Street between Avenue A and Orange Avenue into a flexible, multi-functional space that will host a variety of community events, festivals, and gatherings while maintaining functionality for regular vehicle traffic when necessary.

The proposed services will be provided in accordance with the terms and conditions outlined below. Below is an overview of the scope of services, schedule, and fee structure for the Downtown Festival Street Redevelopment project.

I. General Overview

The Consultant understands that the City of Fort Pierce seeks to create a versatile, attractive, and functional public space in its downtown area. The redevelopment of 2nd Street will focus on fostering community engagement, supporting local commerce, and enhancing the area’s aesthetic appeal. Our team is committed to delivering a comprehensive design and implementation strategy that will seamlessly transition the space from a regular roadway to an event venue.

The project will involve the following key objectives:

1. Designing a flexible space for both vehicle traffic and walkable event activities.
2. Enhancing the visual appeal with landscaping, street furniture, and decorative lighting.
3. Creating a space that fosters community engagement and attracts visitors.
4. Ensuring accessibility and safety for all users, including pedestrians and vendors.

II. Scope of Services

The Consultant is eager, available, and experienced to provide the following professional services to meet the City of Fort Pierce’s requirements for the Downtown Festival Street Redevelopment project. The work will be performed in phases to ensure thorough planning, community involvement, and the timely implementation of the design.

The project area consists of the intersection of Avenue A & N. 2nd Street, the intersection of Orange Avenue and N. 2nd Street, as well as N. 2nd Street from Orange Avenue to Avenue A. The following image depicts the approximated project boundary.

TASK 1. Client Communication & Coordination

Our team will work with the City to organize a project kick-off meeting to define project objectives, timelines, and responsibilities.

EXP will provide the following Task 1 Deliverables:

- 1.1.) Meeting agenda to include location, date, and time of meeting
- 1.3.) Kick-off Meeting minutes
- 1.4.) Defined project objectives and goals
- 1.5.) Regular status calls or meetings (bi-weekly or monthly)

TASK 2. Data Inventory and Collection

EXP shall conduct a field review to better understand existing conditions and confirm information and review reports provided by others (DRMP proposal for Survey & SUE (optional) has been integrated into this proposal; UES proposal for geotechnical investigation has been integrated into this proposal) to ensure any potential conflicts are identified and addressed. EXP's Subconsultants' scope descriptions are as follows in Tasks 2A & 2B.

Task 2A. Data Inventory & Collection – Survey

Horizontal Project Control

DRMP will establish horizontal project control for the purpose of collecting design topo from the intersection of Avenue A and 2nd Street to the intersection of Orange Avenue and 2nd Street. Two (2) primary control points and up to twelve (12) secondary control points will be established to support survey efforts via conventional and static scanning methods. Horizontal Control values will reference the North American Datum of 1983-2011 Adjustment (NAD83/11).

Vertical Project Control

DRMP will establish elevations for all Primary and Secondary control points. This will be done by utilizing existing nearby control published by either NGS or FDOT. Utilizing differential leveling methods all elevations will be of 3rd order and reference the North American Vertical Datum of 1988 (NAVD 88).

Alignment and Existing R/W Lines

A baseline of survey will be created through the center of 2nd Street based on a split of the existing platted R/W lines since no historic baseline exists. R/W lines from the St. Lucie GIS database will be utilized to determine all property and R/W lines.

Topographic Survey

Locate all above ground features and improvements within the limits of the project. This will be done utilizing terrestrial static scanning and conventional survey methods. This will include detail of the existing face of buildings, doorway entrances, and awnings. A digital terrain model will then be created from collected survey features.

Storm and Sanitary Sewer As-Builts

Underground improvements (XYZ, pipe size, type and condition that relates to the above ground structures will be located. Pipe size, type, invert elevation, connectivity and bottom of structure will be noted.

EXP's Subconsultant, DRMP, will provide the following Task 2A Deliverables:

- An Electronic AutoCAD file with all design survey elements included in the scope of services
- A TIN file of the terrain model created
- A .PDF of the design survey Signed and Sealed by a licensed Professional Surveyor and Mapper in the state of Florida.

** Note: Please refer to the attached DRMP proposal exhibit for additional information regarding provided and optional services.*

Task 2B. Data Inventory & Collection – Geotechnical Exploration

The geotechnical exploration and report shall include the following at a minimum:

- UES will subcontract the performance of the Maintenance of Traffic (MOT) for the borings performed along the roadways.
- UES will obtain all Right of Way (ROW) and MOT permits required to complete the work.
- Perform five (5) standard penetration test (SPT) borings. The borings will be completed to depths of 10 feet below existing grade. The borings will be performed utilizing a truck or track mounted drilling equipment. The SPT borings will be used as an investigative tool.
- A software-generated and plotted log of each boring will be prepared.
- Prepare a site plan showing the approximate test locations.
- Summarize the activities on this project in the form of a Geotechnical Report which will include test procedures used, data collected, and evaluation of subsurface soil conditions.
- Provide recommended site preparation procedures and imported fill requirements.
- Determine the existing pavement section, asphalt cores at each test location will be collected. The cores will be measured in the lab utilizing a calibrated caliper.

EXP's Subconsultant, UES, will provide the following Task 2B Deliverables:

- Geotechnical Exploration & Report

** Note: Please refer to the attached UES proposal exhibit for additional information regarding provided and optional services.*

TASK 3. Conceptual/Preliminary Design & Planning

The Consultant will develop a conceptual design for the Downtown Festival Street, incorporating key elements such as vendor zones, landscape architecture design, lighting, and traffic flow. The design will be adaptable to accommodate both regular traffic and event setups, providing flexibility for future community events.

EXP will provide the following Task 3 Deliverables:

- 3.1.) Layout and Design Plan for 2nd Street (Conceptual & 30%)
- 3.2.) Initial streetscape and aesthetic recommendations
- 3.3.) Vendor zone design and space allocation
- 3.4.) Preliminary Engineers opinion of Probable Cost

TASK 4. Community Engagement & Stakeholder Input

Community involvement is a critical aspect of this project. The Consultant will design and implement an outreach strategy to gather input from residents, businesses, and other stakeholders. This may include surveys, one public meeting, and/or other methods to ensure diverse participation.

EXP will provide the following Task 4 Deliverables:

- 4.1.) Community engagement plan
- 4.2.) Summary of survey results
- 4.3.) Integration of community input into the design

TASK 5. Detailed Design & Engineering Plans

Once the conceptual design has been reviewed and refined, the Consultant will proceed with detailed design and engineering plans. This phase will include construction drawings, electrical engineering design (for street lighting, festival lighting, and vendor power connections), civil engineering design, and specifications. The plans will outline the specific materials, construction methods, and installation procedures.

EXP will provide the following Task 5 Deliverables:

- 5.1.) Detailed construction drawings (60%, 90%, 100%)
- 5.2.) Engineering reports and analyses
- 5.3.) Final budget estimate for construction

TASK 6. Lighting Analysis

As part of the lighting plan, EXP shall provide a Lighting Design Analysis Report (LDAR) and voltage drop calculations for lighting documentation.

EXP will provide the following Task 6 deliverables:

- 6.1.) Lighting Design Analysis Report (LDAR)
- 6.2.) Voltage Drop Calculations

TASK 7. Agency Permitting

EXP shall provide full permitting support for the following agencies, including application packages, plans, and comment responses (efforts include one resubmittal for each agency, as necessary):

1. South Florida Water Management District Environmental Resource Permit (ERP)
2. City of Fort Pierce Engineering Department Approval

EXP will provide the following Task 7 deliverables:

- 7.1.) Approved permit application packages from respective agencies

Task 8. Utility Coordination

EXP will coordinate and communicate with utility providers and stakeholders to identify and resolve any potential utility conflicts during construction. This will include analysis of existing utilities.

EXP will provide the following Task 8 deliverables:

- 8.1.) Utility Coordination & Conflict Matrices

Task 9. As-Built Review, Approval, & Certification

EXP will review all as-builts associated with the engineering/construction plans. Upon satisfactory review, EXP will provide approval and certification of said as-builts.

EXP will provide the following Task 6 deliverables:

- 9.1.) As-Built Certification Letters
- 9.2.) As-Built Review & Approval

III. Project Schedule

The preliminary project schedule is outlined below. Please note that this schedule is based on a general timeline and will be updated upon receipt of authorization to proceed and during the design process.

Table 1. Project Schedule

Deliverable Description	Estimated Time of Completion
30% Design Documents	NTP + 6 weeks
60% Design Documents	NTP + 12 weeks
Preliminary Permit Applications	NTP + 12 weeks
90% Design Documents	NTP + 18 weeks
Final Design Documents (100%)	NTP + 24 weeks
Permitting Approvals (Anticipated)	NTP + 32 weeks

IV. Reporting

Consultant shall submit timely monthly invoices electronically with corresponding progress reports to document and support the work completed for approval by the City Project Manager.

V. Client Responsibilities

It is understood that EXP will perform services under the sole direction of the Client or their designated representative. In the performance of these services, EXP will coordinate its efforts with those of other project team members and consultants as required. The Client shall provide EXP with all project related information available including any existing plans, property legal description, title work, boundary and topographic surveys, geotechnical investigation reports, environmental reports, permit application fees, etc. EXP will rely upon the accuracy and completeness of all Client-furnished information in connection with the performance of services under this agreement.

VI. Compensation

Work will be conducted on a Time and Materials basis and will not exceed the costs presented herein unless otherwise directed by the client. Any alteration or deviation from the above work scope involving the extra cost of labor will only be executed upon separate work orders and will become an extra charge over the sum mentioned in this contract. The itemization of these costs is provided in the following table, **Table 1 – Cost Estimate**.

Table 1 – Cost Estimate

Task	Description	Fee	Billing Type
Task 1	Client Communication & Coordination	$ 8,500.00	Hourly NTE
Task 2	Data Inventory and Collection	$ 4,250.00	Hourly NTE
Task 2A	Data Inventory and Collection - Survey	$ 29,015.00	Hourly NTE
Task 2B	Data Inventory and Collection - Geotechnical	$ 9,470.00	Hourly NTE
Task 3	Conceptual/Preliminary Design & Planning	$ 15,500.00	Hourly NTE
Task 4	Community Engagement & Stakeholder Input	$ 14,250.00	Hourly NTE
Task 5	Detailed Design & Engineering Plans	$ 68,750.00	Hourly NTE
Task 6	Lighting Analysis	$ 3,920.00	Hourly NTE
Task 7	Agency Permitting	$ 20,000.00	Hourly NTE
Task 8	Utility Coordination	$ 4,500.00	Hourly NTE
Task 9	As-Built Review, Approval, & Certification	$ 7,250.00	Hourly NTE
	Total (without reimbursables)	**$185,405.00**	- -

Additionally, reimbursable expenses for out-of-pocket costs are estimated at $10,000.00 bringing the total project cost to one-hundred ninety-five thousand four-hundred five dollars and zero cents (**$195,405.00**).

VII. Additional Services & Exclusions

The City may establish an allowance for additional services requested by the City and for unforeseen circumstances, which shall be utilized at the sole discretion of the City.

If an unforeseen issue should arise in any of the following tasks, EXP remains available to provide additional services as requested by the City based on our hourly rates. If any scope was not anticipated, EXP can provide an additional scope of work. Services not included under this agreement (that can be added at a later date) include:

- Benefit Cost Analysis (BCA)
- FDEP Permit Applications
- Preparation of traffic signal modification plans
- Preparation of traffic signal timing plans
- Intersection Analysis & collection of Turning Movement Counts
- Preparation of roadway plans
- Preparation of signal location plans
- SUE Investigation
- Geotechnical - Exfiltration Tests
- Geotechnical - Virtual Design Consulting
- Geotechnical – Private Utility Locates

** Remainder of page intentionally left blank. **

VIII. Contract Approval

EXP, in coordination with associated subconsultants, will perform the holistic scope of services contained within this proposal for total compensation of one-hundred ninety-five thousand four-hundred five dollars and zero cents (**$195,405.00**). This proposal is valid for thirty (30) days. If the client does not accept this proposal or Consultant does not initiate services within that period, the client must give Consultant an opportunity to re-review the proposed scope of work and fee to determine whether modifications need to be made and/or a new proposal drafted and submitted for client review. We appreciate the opportunity to submit this proposal. To authorize us to proceed with the proposed services, please indicate by signing and returning one executed copy of this agreement to us.

Thank you for considering EXP to perform this work. Should you have any questions or require additional information, please feel free to contact me anytime via my cell at (904) 540-4622 or via email at Patrick.Russell@exp.com. We are excited about the opportunity to support the City of Fort Pierce in this important project.

Submitted by:
EXP U.S. Services, Inc.

Signature:

Patrick J. Russell, P.E.; Project Manager
Printed Name & Title:

Date: Friday, April 25, 2025

Client Authorization

Acceptance of Agreement
The above fees and specifications are satisfactory and are hereby accepted. EXP is authorized to proceed with the work as specified, and payment will be made as outlined above. For value received, the undersigned guarantees payment in accordance with the terms and conditions stated above and within the Master Agreement. By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

Approved by:
The City of Fort Pierce

_____
Signature:

_____
Printed Name & Title:

Date: _____

Work Order No.: ____

DRMP
6853 SW 18th Street, Suite 310, Boca Raton, Florida 33433
Phone: 561.451.8124 | Fax: 561.451.8142
1.833.811.3767 | www.DRMP.com

April 11, 2025

Patrick J. Russell, P.E.
EXP
Palm Coast, FL 32137
Office: 904-540-4622

Subject: **Fort Pierce Downtown Festival Street**

Dear Mr. Russell,

Please find enclosed our scope and fee of services for the survey items being requested for Fort Pierce Festival Street with project limits outlined in **Exhibit "C"** DRMP will be responsible for the survey and mapping tasks related to this effort. In addition to the specific scope items, any survey activity related must comply with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

SCOPE OF SERVICES

PART I Survey Tasks

Horizontal Project Control

DRMP will establish horizontal project control for the purpose of collecting design topo from the intersection of Avenue A and 2nd Street to the intersection of Orange Avenue and 2nd Street. Two (2) primary control points and up to twelve (12) secondary control points will be established to support survey efforts via conventional and static scanning methods. Horizontal Control values will reference the North American Datum of 1983-2011 Adjustment (NAD83/11).

Vertical Project Control

DRMP will establish elevations for all Primary and Secondary control points. This will be done by utilizing existing nearby control published by either NGS or FDOT. Utilizing differential leveling methods all elevations will be of 3rd order and reference the North American Vertical Datum of 1988 (NAVD 88).

Alignment and Existing R/W Lines

A baseline of survey will be created through the center of 2nd Street based on a split of the existing platted R/W lines since no historic baseline exists. R/W lines from the St. Lucie GIS database will be utilized to determine all property and R/W lines.

Topographic Survey

Locate all above ground features and improvements within the limits of the project. This will be done utilizing terrestrial static scanning and conventional survey methods. This will include detail of the existing face of buildings, doorway entrances, and awnings. A digital terrain model will then be created from collected survey features.

Storm and Sanitary Sewer As-Builts
Underground improvements (XYZ, pipe size, type and condition that relates to the above ground structures will be located. Pipe size, type, invert elevation, connectivity and bottom of structure will be noted.

OPTIONAL SERVICES

Subsurface Utility Engineering (SUE)

DRMP will designate existing underground utilities throughout the project limits utilizing electromagnetic (EM) and Ground Penetrating Radar (GPR) methods. All sub-surface utilities will be marked on the surface and surveyed at a later time. Once all designation DRMP will perform up to twenty (15) vacuum excavation test holes at proposed utility conflicts to verify vertical and horizontal location of the utility. All practices will adhere to the ASCE 38-22 standards and specifications of performing Quality Level A (QLA) and Quality Level B (QLB) utility locates.

PART II DELIVERABLES

Survey deliverables shall include the following:

- An Electronic AutoCAD file with all design survey elements included in the scope of services
- A TIN file of the terrain model created
- A .PDF of the design survey Signed and Sealed by a licensed Professional Surveyor and Mapper in the state of Florida.

PART III SCHEDULE

DRMP will begin the survey services process on the subject property within ten (10) working days after receiving receipt of your executed Notice to Proceed (NTP). The proposed fee and schedule shown hereon is valid for up to 45 days from the date of receipt.

PART IV COMPENSATION SUMMARY

The following summarizes the fees as proposed by DRMP for the Scope of Services as presented herein.

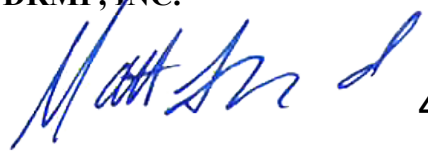
Item	Description	Terms	Fee
I	Survey Services	LUMP SUM	$ 29,015.00

OPTIONAL SERVICES

Item	Description	Terms	Fee
II	SUE SERVICES (OPTIONAL)	LUMP SUM	$ 20,580.00

We sincerely appreciate this opportunity to provide professional services for this project. If you have any questions regarding this proposal, please contact our office.

Sincerely,
DRMP, INC.



4/11/25

Matt Floyd, PSM **Date**
Survey Manager

Attachment(s): Exhibit "A" – Hourly Rate Table
Exhibit "B" – Conditions of Agreement
Exhibit "C" – Project Limits

DRMP

Exhibit "A"
Effective March 1, 2024

Administrative	Rate
Administrative I	$100.00
Administrative II	$115.00
Administrative III	$125.00
Administrative IV	$150.00
Administrative V	$215.00
Public Relations I	$130.00
Construction Services – Construction Engineering Inspection	
Construction Engineer	$240.00
Construction Manager	$200.00
Inspector I	$70.00
Inspector II	$85.00
Inspector III	$100.00
Inspector IV	$120.00
Project Administrator I	$150.00
Project Administrator II	$170.00
Specialist I	$115.00
Specialist II	$135.00
Construction Services – Bridge Inspection/NBIS	
NBIS Engineer	$240.00
NBIS Team Leader	$175.00
NBIS Team Member	$95.00
Designer	
Designer I	$120.00
Designer II	$130.00
Designer III	$140.00
Designer IV	$155.00
Designer V	$175.00
Graphic Designer I	$100.00
Graphic Designer II	$130.00
Graphic Designer III	$165.00
Engineering	
Engineer I	$135.00
Engineer II	$150.00
Engineer III	$195.00
Engineer IV	$220.00
Engineer V	$235.00
Engineer VI	$250.00
Engineer VII	$275.00
Engineer VIII	$300.00
Engineer IX	$315.00
Intern I	$90.00

Environmental/Planning	Rate
Ecologist I	$100.00
Ecologist II	$125.00
Ecologist III	$140.00
Ecologist IV	$200.00
Ecologist V	$250.00
Planner I	$85.00
Planner II	$120.00
Planner III	$180.00
Planner IV	$225.00
Planner V	$250.00
Equipment	
Mobile LiDAR System	$4,500/day
Hydrographic ZBoat	$1,500/day
UAS LiDAR System	$2,500/day
Expert Witness Services	
Expert Witness Research	$230.00
Expert Witness Testimony	$345.00
Geographic Information Systems (GIS)	
GIS Analyst I	$90.00
GIS Analyst II	$110.00
GIS Analyst III	$125.00
GIS Project Manager	$145.00
Geomatics/Survey & Mapping	
Survey Crew – 2-Person	$185.00
Survey Crew - 3-Person	$240.00
Survey Crew - 4-Person	$290.00
Survey Manager	$290.00
Survey Technician I	$115.00
Survey Technician II	$125.00
Survey Technician III	$130.00
Survey Analyst	$150.00
Survey Project Manager	$160.00
Surveyor IV	$175.00
Surveyor V	$200.00
Surveyor VI	$240.00
Ground Penetrating Radar (GPR)	
GPR Crew - 2-Person	$195.00
GPR Technician	$130.00

Management	Rate
Discipline Manager I	$290.00
Discipline Manager II	$345.00
Group Manager I	$230.00
Group Manager II	$265.00
Principal I	$380.00
Principal II	$425.00
Project Manager I	$225.00
Project Manager II	$250.00
Project Manager III	$300.00
Project Manager IV	$325.00
Project Manager V	$350.00
Project Manager VI	$375.00
Project Manager VII	$400.00
Subsurface Utility Engineering (SUE)	
Coordinator I	$120.00
Coordinator II	$160.00
SUE Crew – 1-Person	$130.00
SUE Crew – 2-Person	$195.00
SUE Crew – 3-Person	$255.00
SUE Crew – 4-Person	$300.00
SUE Manager I	$190.00
SUE Manager II	$235.00
SUE Technician III	$130.00
Technical Services	
Noise Analyst I	$125.00
Noise Analyst II	$175.00
CADD Technician I	$75.00
CADD Technician II	$90.00
CADD Technician III	$105.00
Technical Writer I	$100.00
Technical Writer II	$130.00
Technical Writer III	$165.00

EXHIBIT "B"
Conditions of Agreement

I. DEFINITIONS

A. The proposal set forth in the attached letter agreement between DRMP, Inc. (the "CONSULTANT") and the client listed on page 1 thereto (the "CLIENT") shall be valid for the CLIENT'S acceptance for a period of forty-five (45) calendar days from the date the CONSULTANT executes such letter agreement (the letter agreement, Exhibit "A" and this Exhibit "B" are collectively referred to as the "AGREEMENT").

II. COMPENSATION TERMS

A. Invoices are due and payable upon receipt. If CLIENT fails to make any payment due to CONSULTANT for Services, extra work, or expenses within 30 days after receipt of CONSULTANT's invoice, then (1) the amounts due TO CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition CONSULTANT may, after giving three days written notice to CLIENT, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, extra work, expenses, and other related charges. CLIENT waives any and all claims against CONSULTANT for any such suspension.

B. As compensation for CONSULANT providing or furnishing Services and extra work, CLIENT shall pay CONSULTANT as set forth herein. If CLIELNT disputes an invoice, either as to amount or entitlement, then CLIENT shall promptly advise CONSULTANT in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

III. CONSULTANT RESPONSIBILITIES

A. CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. CONSULTANT makes no other warranties or guarantees, express or implied.

B. It is understood and agreed that the CONSULTANT'S services under this AGREEMENT are limited to providing consulting services to the CLIENT and do not include participation in, supervision of, or control over the operation of any aspect of the CLIENT'S project (the "PROJECT"). Compensation payable to the CONSULTANT hereunder does not include any amount for participating in, supervising of, or controlling the PROJECT.

IV. CLIENT RESPONSIBILITIES

A. The CLIENT shall provide to the CONSULTANT all available and applicable information that is related to the site and to the PROJECT that is in the CLIENT'S possession, or that may come into the CLIENT'S possession or knowledge including, but not limited to:

- Survey(s) (Boundary, Topo, etc.)
- Legal Description & Title Information
- Utilities Data/Plans
- Environmental Studies/Data
- Geotechnical Studies/Data
- Previous Site consulting Plans/Studies
- Previous Site Planning Sketches or Studies
- Other Applicable Data/Information
- Previously Prepared, Submitted or Approved Permits
- Previously Prepared Development-Const. Cost Est.
- Aerial Photography, if available
- Reasonably suspected information or leads

B. The CLIENT shall be responsible for the payment of all fees to government and review agencies.

C. The CLIENT grants to the CONSULTANT right of entry to the PROJECT site by the CONSULTANT, its employees, agents, and subcontractors in order to perform the CONSULTANT'S services under this AGREEMENT. If the CLIENT does not own the PROJECT site, the CLIENT warrants and represents to the CONSULTANT that the CLIENT has the authority and permission of the owner of the PROJECT site and occupant of the PROJECT site (if applicable) to grant this right of entry to the CONSULTANT.

V. GENERAL CONSIDERATIONS

A. All original work product, including original documents, electronic files, tracings, field notes, calculations, etc., prepared by the CONSULTANT in connection with this AGREEMENT in whatever form, including written documents, electronic files, etc., shall be and remain the exclusive property of the CONSULTANT. The CONSULTANT assumes no responsibility or liability for any third-party use of or reliance on the CONSULTANT'S findings, opinions, conclusions, recommendations, designs or other work product.

B. In accepting and utilizing any drawings, data or other work product prepared in connection with the AGREEMENT (for purposes of this paragraph, the "Work Product") on any form of electronic media generated and provided by the CONSULTANT, all such Work Product shall be and remain the exclusive property of the CONSULTANT, who shall retain all common law, statutory law, and other rights, including copyrights, therein.

The CLIENT agrees not to use any Work Product, in whole or in part, for any purpose or project other than in connection with the PROJECT. In addition, the CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes or reuse of the Work Product (i) in connection with any project other than the PROJECT, or (ii) by any party other than the CONSULTANT. CLIENT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the CONSULTANT harmless from any damage, expense, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made to the Work Product by anyone other than the CONSULTANT or from any reuse of, or unauthorized use of, such Work Product.

Under no circumstances shall transfer of the CONSULTANT's Work Product, drawings, and data on electronic media for use by the CLIENT be deemed a sale of such materials by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose in connection with such materials.

C. CLIENT and CONSULTANT shall indemnify and hold harmless each other from and against damages, liabilities, costs and expenses, including but not limited to reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by the other party or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that each party's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of the other party. In no event shall either party be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon.

D. In an effort to resolve any disputes, differences, claims or counterclaims that arise with respect to this AGREEMENT, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to the AGREEMENT shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise, and shall constitute an express condition precedent in litigation. Mediation shall be conducted within sixty (60) days of the dispute first arising.

E. **In recognition of the relative risks and benefits of this Agreement to both the CLIENT and the CONSULTANT, THE PARTIES AGREE THAT CONSULTANT (INCLUDING ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES) TOTAL LIABILITY TO THE CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, BY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO $25,000.00 OR CONSUTLANT'S TOTAL FEE FOR THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS GREATER.**

F. In the event that any provision of this AGREEMENT is found to be unenforceable under applicable law, the remaining provision(s) shall continue in full force and effect.

G. In providing services under this AGREEMENT, the CONSULTANT is acting as an independent contractor and not as an agent or employee of the CLIENT.

H. This AGREEMENT shall be governed by the laws of Florida.

I. Neither the CLIENT nor the CONSULTANT shall have any right to assign this AGREEMENT to any other person or entity, absent the prior written consent from the other party.

J. Should completion of any portion of the Services by CONSULTANT be delayed, suspended, or impaired, through no fault of CONSULTANT, then the time for completion of CONSUTLANT'S Services, and the rate and amounts of CONSULTANT's compensation shall be adjusted equitably.

K. Regarding the subject matter hereof, this AGREEMENT contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. The CLIENT agrees that this Agreement shall govern and supersede any form agreements delivered by the CONSULTANT and/or the CLIENT, such as client purchase orders or work orders, and that such forms may be issued by the CLIENT as a matter of convenience without altering any of the terms or conditions of this Agreement, unless such form has been signed on behalf of both the CLIENT and the CONSULTANT by an authorized representative.

EXHIBIT "B"
Conditions of Agreement

The following information is necessary for the CONSULTANT to set its files up correctly. Please fill out and return at your earliest convenience.

1. Project Name for Invoicing:

   _____
   _____

2. Mailing Address:

   _____
   _____
   _____

   Phone No.: _____
   Fax No.: _____
   E-Mail: _____

3. Invoices should be sent to the attention of: _____

4. Date invoices must be received by CLIENT: _____

5. Special invoice format required: _____Yes _____No (If yes, please forward to CONSULTANT)

6. Person(s) authorized to bind CLIENT contractually:

   _____
   _____
   _____

7. Are purchase orders required: _____ Yes _____No

8. Name and contact address/phone number under which title of property is held:

   _____
   _____
   _____
   _____

9. Name/Entity of applicant for PROJECT permit applications (title, address, phone number):

   _____
   _____
   _____
   _____

10. Person to sign permit applications (title, address, phone number):

    _____
    _____
    _____
    _____

Patrick Russell
EXP US Services, Inc.
50 N. Laura Street
Jacksonville, Florida 32202
Phone: 904-891-0909
Email: patrick.russell@exp.com

Proposal for Geotechnical Exploration

Downtown Festival Street in Fort Pierce

Avenue 'A' to Orange Avenue on 2nd Street, Fort Pierce, Florida

Proposal No. 23-9351.02
Opportunity No. 3330.0425.00009

April 22, 2025

April 16, 2025

Patrick Russell
EXP US Services, Inc.
50 N. Laura Street
Jacksonville, FL 32202
Phone: 904-891-0909
Email: patrick.russell@exp.com

RE: Proposal for Geotechnical Exploration
Downtown Festival Street in Fort Pierce
Avenue 'A' to Orange Avenue on 2nd Street, Fort Pierce, FL
Proposal No. 23-9351.02
Opportunity No. 3330.0425.00009

Dear Mr. Russell:

Universal Engineering Sciences (UES) appreciates the opportunity to become a part of your project team. Our team of professionals is dedicated to making this project a success, both on schedule and within budget. We are proud of our commitment to maintaining the highest levels of customer service and client satisfaction, and respectfully submit the following for your consideration.

PROJECT INFORMATION

It is UES's understanding that this project is to consist of creating a flexible, multi-use street that can easily adapt from a regular roadway to a festival venue, providing a seamless transition for both vehicle traffic and event setups. No plans of the future development were provided at this time.

GEOTECHNICAL EXPLORATION

Exploration is to consist of five (5) Standard Penetration Test (SPT) borings along the street for this geotechnical study. The borings will be completed with a truck or track mounted drilling equipment. The depths are needed to evaluate the nature of the subsurface soils and general subsurface conditions for the proposed development. The borings will be performed to depths of 10 feet below grade.

Underground utility clearance will be required prior to commencing the drilling of the SPT borings. Therefore, UES will contact "Sunshine One-Call" Service to obtain underground public utility clearance. UES requests to be notified of the location of any existing private underground utilities and/or structures in the exploratory area prior to the field work. UES will not be responsible for private and/or public underground utilities and/or structures not identified to the field crews

PURPOSE

The purpose of the services on this project is to explore the subsurface soil/rock conditions soil engineering parameters to be used in evaluation of the site for the proposed construction, and site preparation recommendations.

607 NW Commodity Cove | Port St. Lucie, FL 34986 | ph 772-924-3575 | fax 772-924-3580
TeamUES.com

PROPOSED SCOPE OF SERVICES

The geotechnical exploration and report shall include the following at a minimum:

- UES will subcontract the performance of the Maintenance of Traffic (MOT) for the borings performed along the roadways.
- UES will obtain all Right of Way (ROW) and MOT permits required to complete the work.
- Perform five (5) standard penetration test (SPT) borings. The borings will be completed to depths of 10 feet below existing grade. The borings will be performed utilizing a truck or track mounted drilling equipment. The SPT borings will be used as an investigative tool.
- A software-generated and plotted log of each boring will be prepared.
- Prepare a site plan showing the approximate test locations.
- Summarize the activities on this project in the form of a Geotechnical Report which will include test procedures used, data collected, and evaluation of subsurface soil conditions.
- Provide recommended site preparation procedures and imported fill requirements.

An estimated **LUMP SUM** for the scope of services detailed above is **$8,670.00.**

If client would like to determine the existing pavement section, asphalt cores at each test location will be collected. The cores will be measured in the lab utilizing a calibrated caliper. An additional cost of **$800** will be added to the above mentioned lump sum.

Please Note: This estimate is based on the site being accessible to a truck or track-mounted drilling equipment. If this is not the case, revisions will need to be made to this estimate to accommodate mobile drilling equipment or heavy equipment to access boring locations. We have assumed that our fieldwork can be performed during normal business hours.

UES will not exceed the fee stated above unless the encountered soils are significantly different than those anticipated, the site is not accessible to truck mounted drilling equipment and/or if the report will require additional hours for engineering analysis due to the encountered soils being significantly different than those anticipated. The additional services and their cost shall be negotiated.

Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based on estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used. UES strongly recommends horizontal and vertical survey control for the test boring locations to improve the usefulness of the soil and groundwater information during the civil engineering design of the site. UES will not be responsible for the performance of any site improvements designed and constructed based on the reported soil and groundwater depths without horizontal and vertical survey control.

ADD ALTERNATE # 1 – EXFILTRATION TESTS

If needed, UES can perform exfiltration tests to a depth of 6 or 10 feet during the same mobilization of our geotechnical exploration. If requested, this option can be selected as an add alternate for an additional cost of **$500.00** per exfiltration test. Constant head test procedures suggested by South Florida Water Management District (SFWMD) will be performed. The soils permeability / conductivity, K, values will be included as part of the geotechnical report.

ADD ALTERNATE # 2 – PRIVATE UTILITY LOCATES FOR TEST LOCATIONS

If needed, UES can provide Ground Penetrating Radar (GPR) services. Our boring locations will be based on the results of the GPR and Sunshine One-Call services. If requested, this option can be selected as an add alternate for an additional **LUMP SUM** price of **$1,500.00.** Note that this estimate does not include a CAD drawing and is solely to locate utilities within the vicinity of the boring locations

ADD ALTERNATE # 3 – VIRTUAL DESIGN CONSULTING

- Perform Underground Utility Mapping using non-destructive/geophysical techniques to locate any underground utilities within the survey area.
- Investigation will generally be in accordance with ASCE 38-22 Subsurface Utility Engineering
- The survey will include two intersections, 2nd Street/Orange Ave and 2nd Street/ Avenue A. Each intersection is approximately 3500 sq ft in dimension.
- Investigation will take 4 days at a daily rate of $1750/ day inclusive of mobilization, personnel, equipment, processing, and deliverable preparation for a total of **$7,000.**
- Deliverable will include field markings (paint and flags) as well as Google Earth file (.kmz).
- MOT required to work at each intersection will be at a daily cost of **$4,560.** Two days are anticipated.
- (Optional) Subsurface Utility Map (PDF and .dwg) can be prepared for an additional **$3,500.**

A total preliminary cost of **$16,120.00** should be budgeted (not including Optional S.U. Map).

CONDITIONS AND QUALIFICATIONS

UES's terms are COD (credit cards are accepted) unless a credit application has been approved or credit has been previously established. If credit is established, our terms will be net-30 days. All UES services must be paid for in full, including final letter, prior to delivery of any Final Letters of Compliance. Reports will be distributed electronically. Hard copies of reports can be provided upon request and will be billed at $75 per physical copy. The pricing contained herein is subject to change if this proposal is not authorized within 90 days of the date of this proposal. If more than 90 days have passed since the date of this proposal, please contact us for an updated proposal.

AUTHORIZATION

All services will be conducted in accordance with this proposal and attached Terms and Conditions. To initiate services, please complete and return the included Proposal Acceptance Agreement form. The Terms and Conditions are part of this agreement. **The signed proposal acceptance agreement form must be received by UES via fax or email prior to any work being performed, and an original copy must be received before completed reports can be distributed.**

CLOSING

UES appreciates the opportunity to submit this proposal and looks forward to working with you as a member of the project team. Please contact the undersigned at 561.347.0070 if you have any questions or comments.

From our team to yours,

UES
Florida Registry No. 4930

Estela G. León Aguilar, M.S., P.E.
Senior Geotechnical Engineer
Geotechnical Department Manager

Attachments: UES General Conditions

Description of Services: Geotechnical Exploration
Project Name: Downtown Festival Street
Project Locations: Avenue 'A' to Orange Avenue on 2nd Street, Fort Pierce, FL
UES Proposal No.: 23-9351.02
Proposal Date: April 22, 2025

APPROVAL & PAYMENT OF CHARGES

☐ **I CERTIFY THAT THE CLIENT BILLING INFORMATION LISTED ON PAGE 2 OF THIS DOCUMENT IS ACCURATE**

CLIENT BILLING INFORMATION: (if different from page 2 of this document)

Company:_____

Attention:_____ Title: _____

Address:_____

City, State, Zip:_____

Phone:_____ Fax: _____

Email:_____

Permit No.: (please fill in)_____

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name: _____

Address: _____

Telephone: _____ Fax:_____

PAYMENT METHOD: (Note: Credit card charges will include a 2.5% administrative fee)

☐ Net30 (only if credit has been established) ☐ Cash ☐ Check Number _____

Credit Card: ☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Credit Card Number _____ CVV Code_____Exp. Date _____

Card Holder Name _____ Card Holder Signature _____

Universal Engineering Sciences (UES) reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization referencing this in its entirety. This AGREEMENT, the proposal and terms and conditions constitute the entire agreement between the client and UES and supersede all prior written or oral understanding. Please note that pricing is valid for a period of ninety (90) days from proposal date.

The below signed, having full legal authority to bind the Client identified in the foregoing Proposal Agreement, has read the foregoing Proposal Agreement and hereby agrees to all of the terms and conditions contained in UES' Standard Terms and Conditions attached hereto as Exhibit "A" which are incorporated herein by reference as a fundamental and material pert of the Proposal Agreement. The Client agrees and understands that UES' Standard Terms and Conditions have been established in a large measure to allocate certain risks between Client and UES and UES will not initiate services without Client's execution of agreement to the terms of the Proposal Agreement and the Standard Terms and Conditions and other terms and conditions set forth in this Agreement.

PURSUANT TO FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL, AS DEFINED IN FLORIDA STATUTE 558.002, ACTING AS AN INDIVIDUAL EMPLOYEE OR AGENT OF UNIVERSAL ENGINEERING SCIENCES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

AUTHORIZED SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE ACCEPTED: _____ **(See below for service line acceptance)**

SERVICES ACCEPTED: **GEO___ GEO + Cores____ Add Alt#1___(# of Exfils___) Add Alt.#2____ Add Alt. #3____**

(Check accepted service line{s}. If none are selected, UES assumes all services have been accepted.)

ADDITIONAL SERVICES OFFERED BY UES

GEOTECHNICAL ENGINEERING

- Foundation Design & Analysis
- SPT, CPT & Auger Drilling
- Pile Monitoring
- Vibration Monitoring
- Percolation Testing
- Groundwater Monitoring Wells

INSPECTIONS

- Special Inspections
- Threshold Inspections
- Private Provider Plan Review & Inspections
- Roof Testing & Pull Testing
- NPDES Inspections
- SWPPP (Storm water pollution prevention plan)
- SPCC (Spill prevention, control, and Countermeasure)
- Fireproofing Inspections
- Paint Thickness Inspections

ENVIRONMENTAL SERVICES

- Phase 1 & 2 Site Assessments
- Tank Closures
- Soil Management Plans
- Remedial Action Plans
- Site Remediation Oversight
- Site Assessment Reports
- Asbestos, Lead, Radon Testing
- Mold Testing
- Indoor Air Quality

BUILDING ENVELOPE & FACILITIES CONSULTING

- Residential/Commercial Waterproofing and Pre-Cladding Inspections
- Building Envelope Plan Review, Waterproof Inspections & Consulting
- ASTM Door & Window Chamber Testing
- Moisture Intrusion Assessments & Consulting
- Infrared Camera Inspections & Moisture Mapping
- Blower Door and Duct Leakage Testing
- HERS Ratings
- ENERGY STAR & 45L
- IECC Compliance
- Energy Calculations, Duct Layouts & Mechanical Consulting
- Pre & Post Construction Photo Surveys of Existing Conditions - Vibration Monitoring
- Property Management Support - Moisture, Indoor Air, Mold, Radon, Lead & Asbestos
- Safety Consulting and Inspections
- Property Condition Assessment (PCA)
- GPR (ground Penetrating Radar)

CONSTRUCTION MATERIAL TESTING

- Concrete Testing
- Soil Testing
- Floor Flatness & Levelness
- Turbidity Monitoring
- Asphalt Testing

*CMEC, USACE, and FDOT Certified

LICENSED & CERTIFIED PROFESSIONALS

- Professional Engineers
- Thermographers
- Geologists
- Buildings Inspectors and Plans Examiners (Structural & MEP)
- Mold, Lead, Radon, Asbestos Technicians
- Certified Industrial Hygienists
- ACI and CTQP Certified Soils & Concrete Lab Technicians
- ACI and CTQP Certified Soils Technicians
- ACI and CTQP Certified Concrete Technicians
- CTQP Certified Asphalt Technicians
- Sealed Wall Cladding Technicians
- Blower Door/Duct Leakage Technicians

UES Professional Solutions, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES 1.1 UES Professional Solutions, LLC, and its affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed $50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $1,200.00, whichever is greater. If Client prefers a $2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of $2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $2,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION 10.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS 11.1 Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILTY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

REPORT DISTRIBUTION INFORMATION REQUEST FORM

Date _____ UES Project # _____
Attention _____ Fax # _____
Project _____ Permit # _____

The following Names, Addresses and Permit Numbers need to be supplied in order to assist in the distribution of reports for your project. Your cooperation in responding quickly will ensure no delay in the completion of your construction operations and the distribution of all your reports.

Note: *Reports will be distributed electronically. Hard copies of reports can be provided upon request and will be billed at $75 per physical copy. Hard copies of Blower Door Testing reports will not be distributed unless specifically requested. A field report will be provided upon completion of the test.*

CLIENT INFORMATION
Attention: _____
Address: _____
City: _____State: _____Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

BUILDING DEPARTMENT
Attention: _____
Address: _____
City: _____State: _____Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

GENERAL CONTRACTOR
Attention: _____
Address: _____
City: _____State: _____Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

ENGINEER OF RECORD
Attention: _____
Address: _____
City: _____State: _____Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

ARCHITECT OF RECORD
Attention: _____
Address: _____
City: _____State: _____Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

OTHER
Attention: _____
Address: _____
City: _____State: _____Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

Please remit the completed form to your local Team UES Representative.

©2020 Universal Engineering Sciences, LLC All Rights Reserved. SAL-000028R4

FORT PIERCE
REDEVELOPMENT AGENCY

2nd Street Downtown Festival Street

Presented to: FPRA Board

Date: June 10, 2025

PROJECT OVERVIEW

The redevelopment of 2nd Street will focus on fostering community engagement, supporting local businesses, and enhancing the overall aesthetic appeal of the area. The consultant team will deliver a comprehensive design and implementation strategy, transforming the space from a traditional roadway into a vibrant event venue.
The project will prioritize the following key objectives:

1. Designing a versatile space that accommodates both vehicle traffic and pedestrian-friendly event activities.
2. Enhancing the visual appeal of the area through landscaping, street furniture, and decorative lighting.
3. Creating an inviting environment that encourages community interaction and attracts visitors.
4. Ensuring accessibility and safety for all users, including pedestrians and vendors.

The project will be executed in phases to ensure meticulous planning, active community involvement, and timely implementation. The designated project area includes the intersection of Avenue A and N. 2nd Street, the intersection of Orange Avenue and N. 2nd Street, as well as N. 2nd Street from Orange Avenue to Avenue A.

Consultant: EXP US Services, INC.
Project Location: 2nd Street (between Marina Way and Orange Ave
Total Fee: S195,405
Project Duration: 32 Weeks

Additional expertise will be provided by the following subconsultants.
DRMP: Survey & SUE
UES: Geotechnical Investigation

FPRA Goal 18.

The Fort Pierce Redevelopment Agency shall assist the City in providing utility and infrastructure improvements that support public events and outdoor activities within the Redevelopment Area.

AREA OF FOCUS

Enhanced Curb Appeal

- Landscaping
- Modern street furniture
- Decorative lighting

Improve Accessibility and Safety

- Pedestrian friendly walkway designs
- Curbless design
- clear traffic flow

Infrastructure Improvements

- A versatile Space
- Retractable barriers
- Reconfigurable traffic lanes

Community Engagement

- Regular community-focused events
- community input will shape the development

Example of West Palm Beach Clematis Street Design

KEY SERVICES & DELIVERABLES

Client Communication & Coordination
- Meeting agenda to include location, date, and time of meeting
- Kick-off Meeting minutes
- Defined project objectives and goals
- Regular status calls or meetings (bi-weekly or monthly)

Data Inventory & Collection – Survey
- An Electronic AutoCAD file with all design survey elements included in the scope of services
- A TIN file of the terrain model created
- A PDF of the design survey Signed and Sealed by a licensed Professional Surveyor and Mapper in the state of Florida.

Data Inventory & Collection – Geotechnical Exploration
- Geotechnical Exploration & Report

Conceptual/Preliminary Design & Planning
- Layout and Design Plan for 2nd Street (Conceptual & 30%)
- Initial streetscape and aesthetic recommendations
- Vendor zone design and space allocation
- Preliminary Engineers opinion of Probable Cost

Community Engagement & Stakeholder Input
- Community engagement plan
- Summary of survey results
- Integration of community input into the design

Detailed Design & Engineering Plans
- Detailed construction drawings (60%, 90%, 100%)
- Engineering reports and analyses
- Final budget estimate for construction

Lighting Analysis
- Lighting Design Analysis Report (LDAR)
- Voltage Drop Calculations

Agency Permitting
- Approved permit application packages from respective agencies

Utility Coordination
- Utility Coordination & Conflict Matrices

As-Built Review, Approval, & Certification
- As-Built Certification Letters
- As-Built Review & Approval

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 06/16/2025

Re: Minor Site Plan (Innovative Development): Duplex - 209 N. 18th Street

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Quasi-Judicial Hearing - Review and approval for application for an innovative, Minor Site Plan, submitted by A-Ok Construction to develop a single-story duplex. The proposed duplex will be developed on 0.31 acres of land located at 209 N. 18th Street, more specifically located at Parcel Control Number: 2409-606-0041-000-0.

SUMMARY:

A-Ok Construction is requesting the review and approval of an innovative development minor site plan, developing a duplex. The duplex proposes several upgraded amenities and a residential common area.

The proposed duplex is located on a parcel with 0.31 acres. The future land use of the parcel is Low Density Residential, RL, and the zoning is Single-family Moderate Density, R-3.

RECOMMENDATION:

At the May 12, 2025, Planning Board meeting, the board voted unanimously to approve the innovative site plan with the one (1) condition:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:

a.All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

i.Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article

ii.Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance

Staff's recommendation is for City Commission to **Approve** the innovate minor site plan duplex development with the one (1) condition.

ALTERNATIVES:

1. Recommend approval with additional/modified conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Applicant File
Staff Supporting Documents
Staff Report
Public Notice Certification
Site Plan for Signature
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	05/27/2025 08:21 PM

Form Started By: Kerry Driver
Started On: 05/19/2025 02:04 PM
Final Approval Date: 05/27/2025

CITY OF FORT PIERCE

City Commission

June 16th, 2025

Minor Site Plan (Innovative Development) Duplex
209 N. 18th Street

APPLICANT

Andre Baxam

PROPERTY OWNER(S)

A-Ok Construction

PARCEL ID #(S):

2409-606-0041-000-0

(209 N. 18th Street, Fort Pierce)

SUMMARY

The applicant is requesting the review and approval of an application for a Minor Site Plan (Innovative Development Review) for property 209 N. 18th Street. The applicant is proposing to develop a single-story duplex with enhanced landscaping, architectural designs and an outdoor common area for its residents.

The proposed development is located on a parcel with approximately 0.31 acres. The future land use of the parcel is Low Density Residential, RL, and the zoning is Single-family Moderate Density, R-3.

INNOVATIVE COMMUNITY DEVELOPMENT

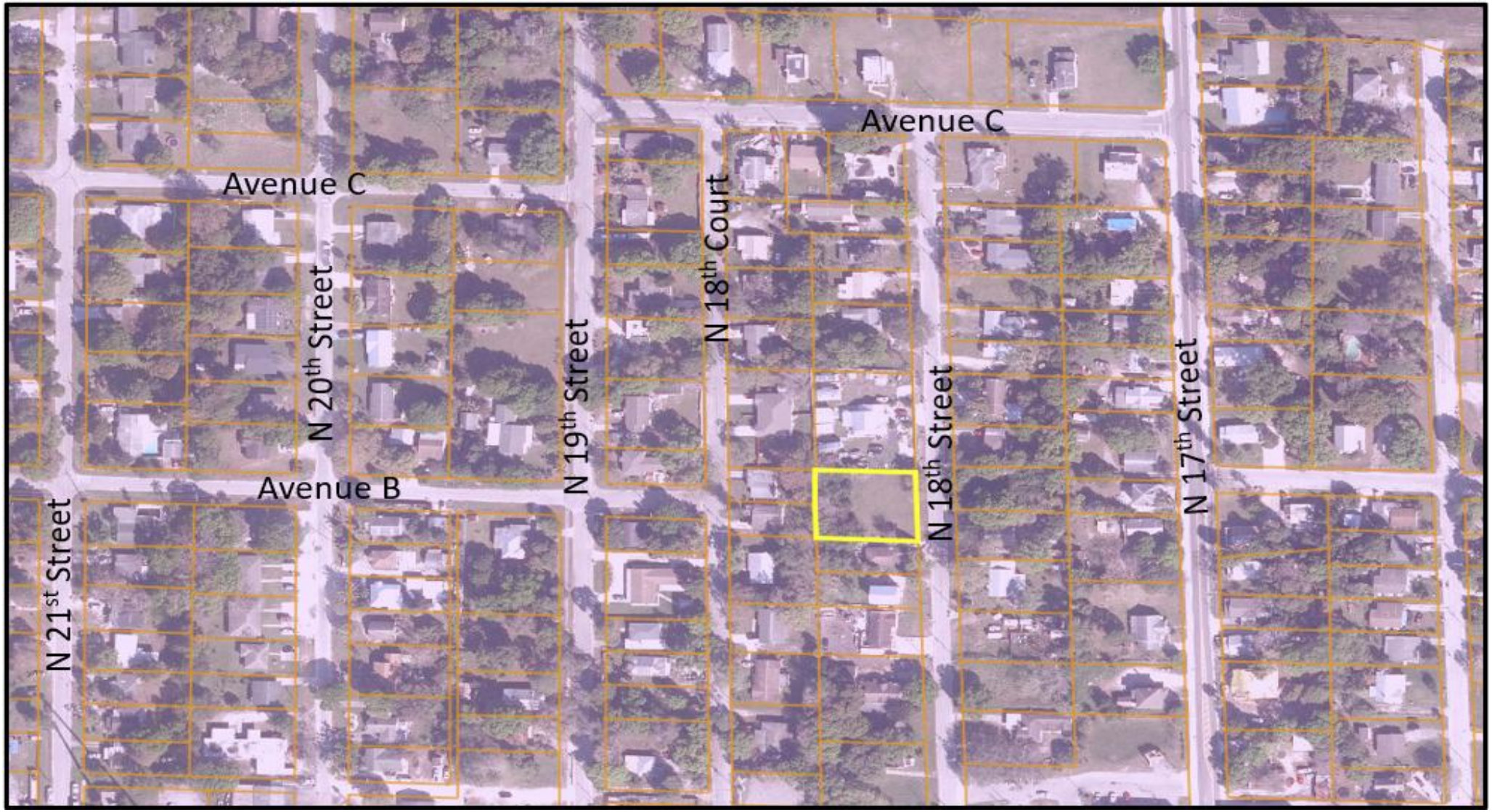
Article V – Conditional Uses

Sec. 125-243. – Innovative community development

(a)Purpose.

Innovative community developments are primarily creative and imaginative housing, mixed-use and community-oriented development. Innovation is achieved by use of material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, economic sustainability and by employing methods to achieve distinctiveness and excellence in siting, design, pedestrian accessibility, and landscaping. Reductions in required on-site parking, adoption of reduced and zero setbacks, expedited planning review and reductions in various building siting requirements are used to encourage these developments.

CITY LIMITS



City Limits

209 N. 18th Street – Minor Site Plan (Innovative Development)

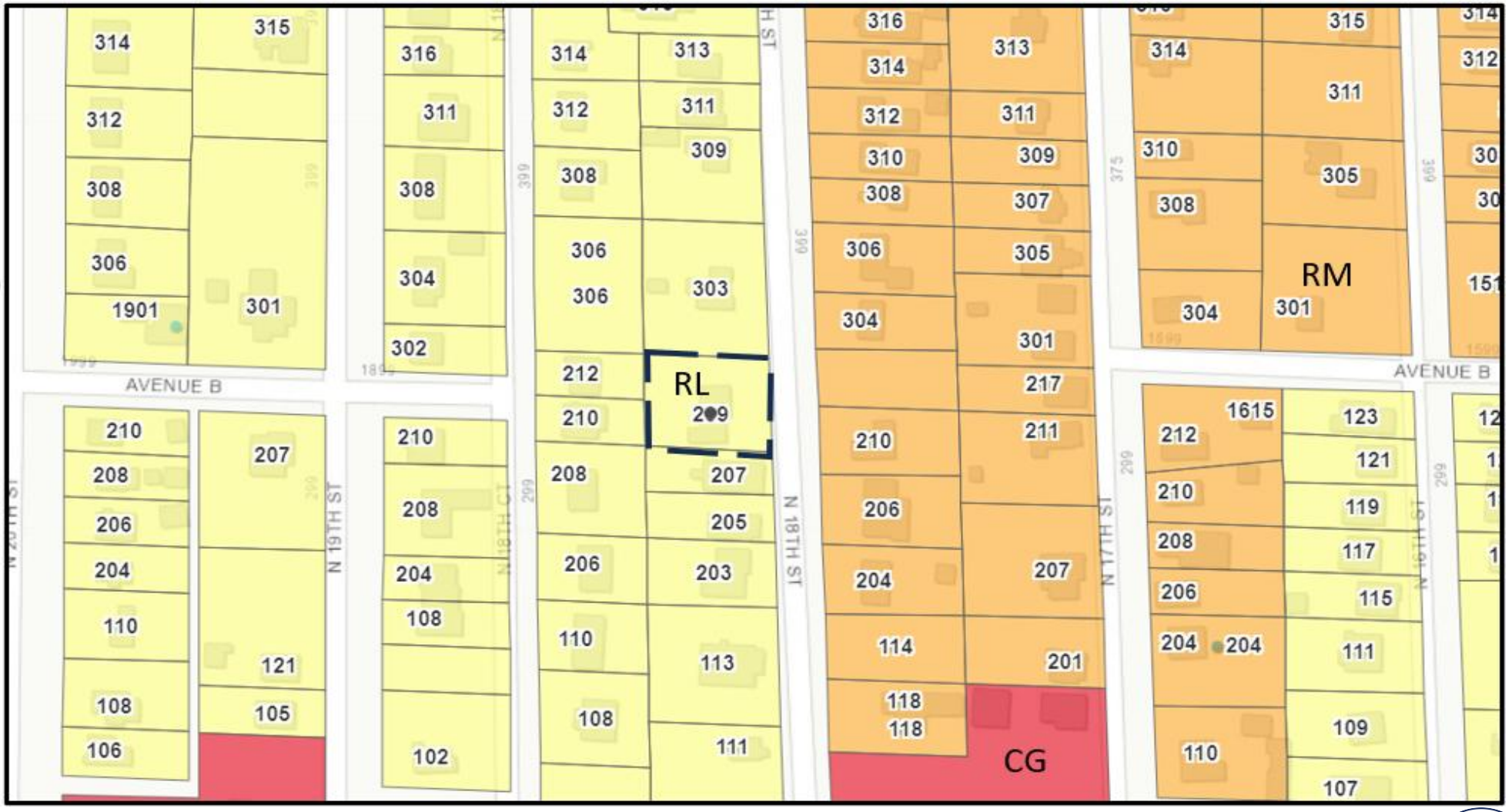
SITE LOCATION

SITE AREA= 0.31 +/- Acres

209 N. 18th Street – Minor Site Plan (Innovative Development)

FUTURE LAND USE

FLU: RL (Low Density Residential)



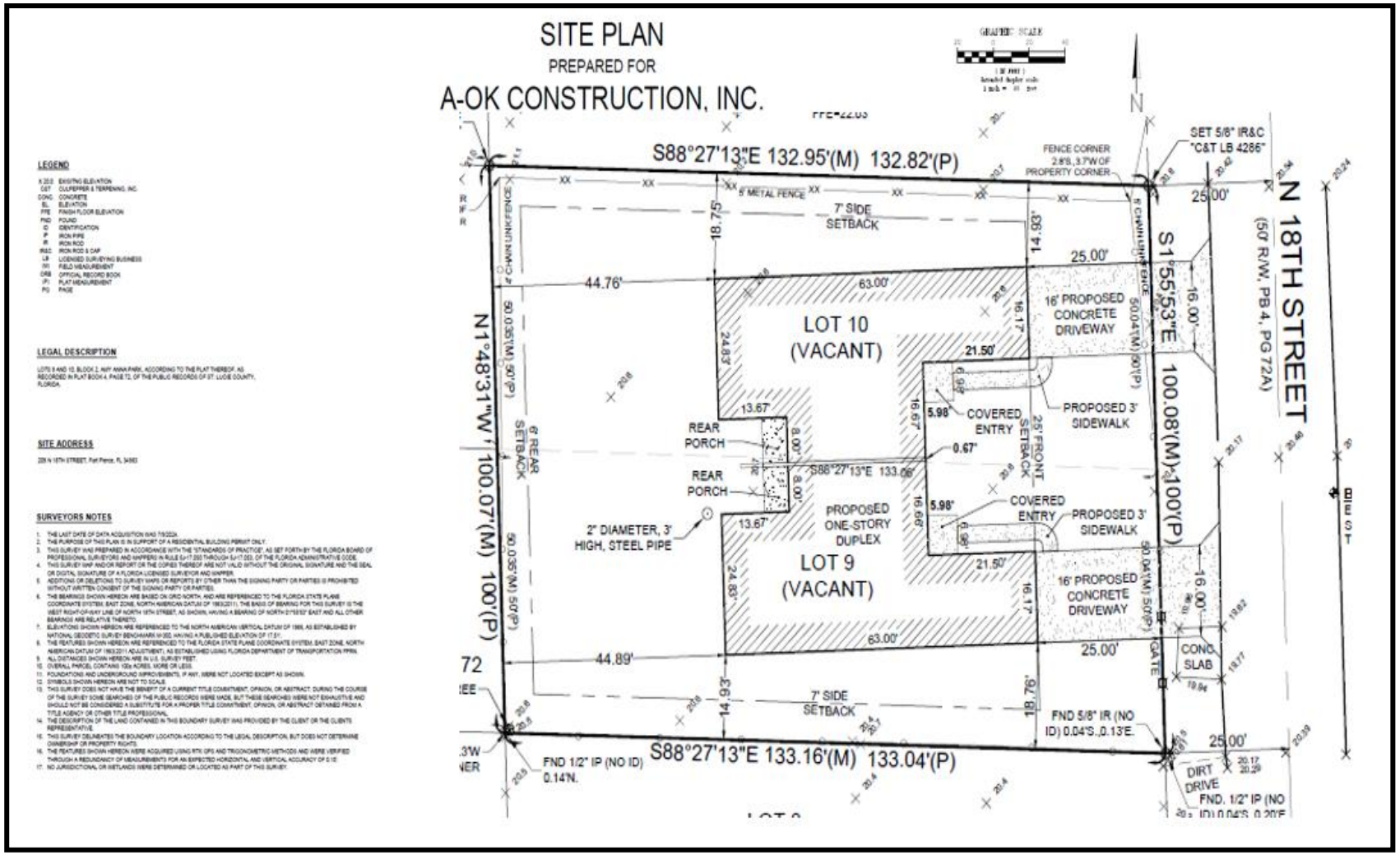
209 N. 18th Street – Minor Site Plan (Innovative Development)

ZONING

Zoning: R-3,
(Single-family
Moderate Density)

209 N. 18th Street – Minor Site Plan (Innovative Development)

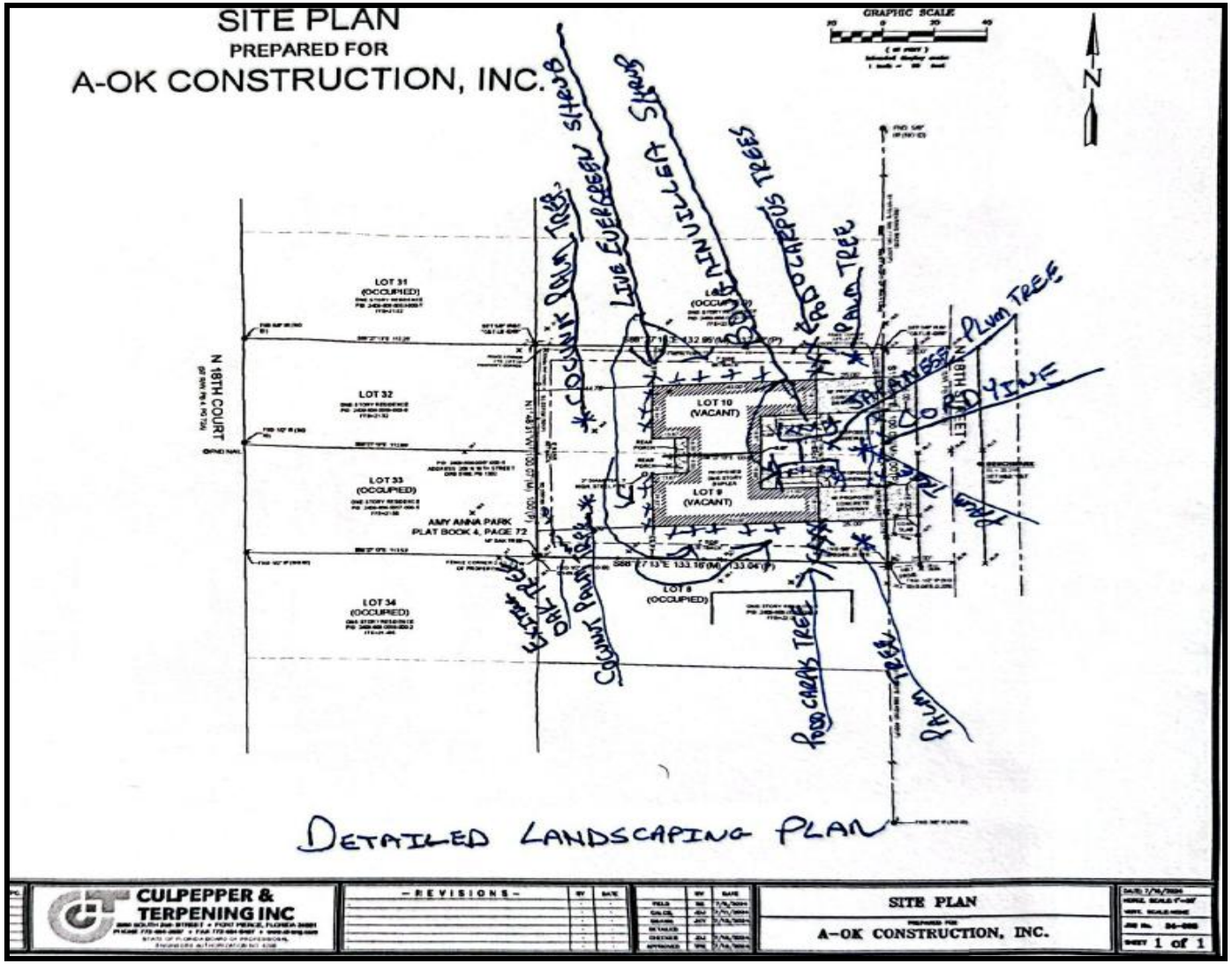
SITE PLAN and details



- 3,300+ total building sq. ft.
- 4 bdrm, 3btrm per unit
- Granite countertops
- Stainless steel appliances
- Washer & dryer included
- Resident cookout area

209 N. 18th Street – Minor Site Plan (Innovative Development)

LANDSCAPE PLAN and details



Landscape Details:
3- Palm tree
2- Coconut Plam tree
2- Podocarpus tree
1- Japanese Plum tree
1 – existing Oak tree

Live Evergreen shrubs
Bougainvillea shrubs
Cordyline plants

ARCHITECTURAL ELEVATION DETAILS

Enhanced landscaping

South Florida design style

Lighting provided every 4ft. around property. Front and driveway solar lights

Community outdoor common area

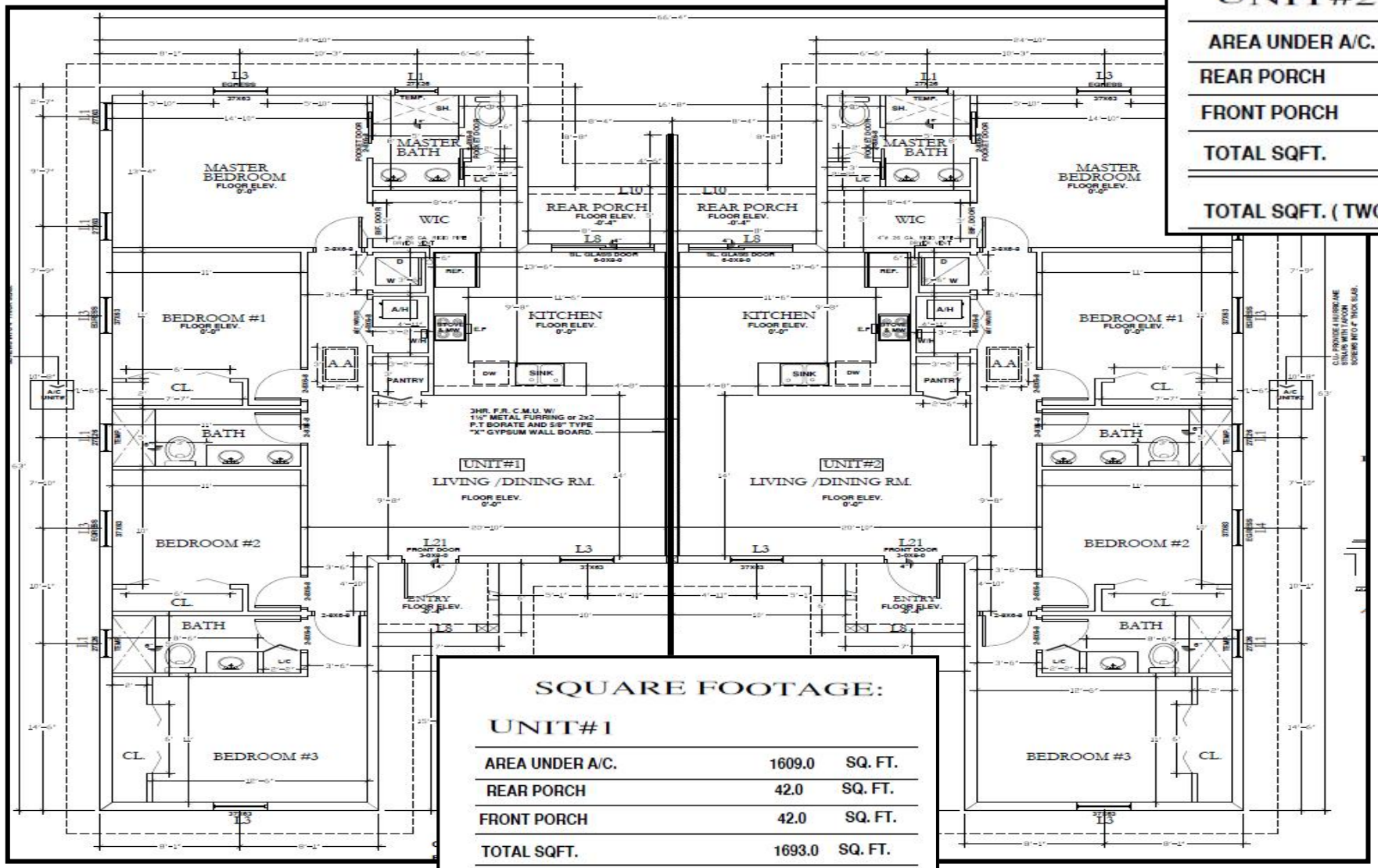
COLOR BOARD

Design Review Code Sec. 125-314

City of Fort Pierce Architectural Design Standards

209 N. 18th Street – Minor Site Plan (Innovative Development)

FLOOR PLAN



UNIT#2		
AREA UNDER A/C.	1609.0	SQ. FT.
REAR PORCH	42.0	SQ. FT.
FRONT PORCH	42.0	SQ. FT.
TOTAL SQFT.	1693.0	SQ. FT.
TOTAL SQFT. (TWO UNITS)	3386.0	SQ. FT.

SQUARE FOOTAGE:

UNIT#1		
AREA UNDER A/C.	1609.0	SQ. FT.
REAR PORCH	42.0	SQ. FT.
FRONT PORCH	42.0	SQ. FT.
TOTAL SQFT.	1693.0	SQ. FT.

RECOMMENDATIONS

At the May 12, 2025, Planning Board meeting, the board voted unanimously to approve the innovative site plan with the one (1) condition:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:

a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article

ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance

Staff's recommendation is for City Commission to **APPROVE** the site plan with the one (1) condition.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional/modified conditions.
2. Recommend Disapproval.

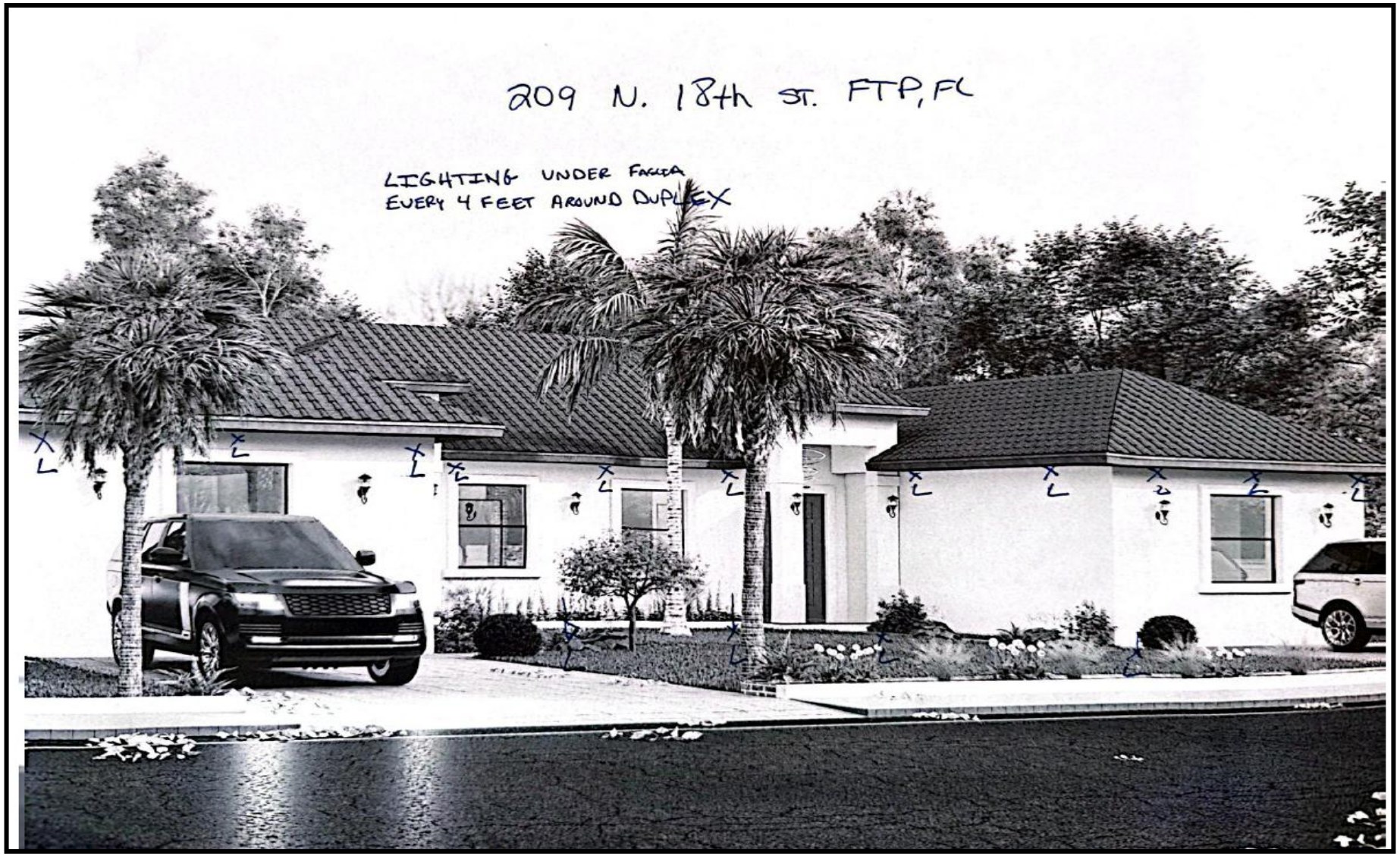
CITY OF FORT PIERCE

City Commission

June 16th, 2025

Minor Site Plan (Innovative Development) Duplex
209 N. 18th Street

LIGHTING PLAN



Prepared by and return to:
Melissa Harnage
Gulfstream Title Services, Inc.
1903 South 25th Street
Suite 201
Fort Pierce, FL 34947

File No 24-2478

Parcel Identification No 2409-606-0041-000/0

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the **21st day of June, 2024** between **SKD Financial Inc., a Florida Corporation**, whose post office address is 2160 58th Avenue, #226, Vero Beach, FL 32966, of the County of Indian River, Florida, Grantor, to **A-OK Construction, Inc., a Florida Corporation**, whose post office address is PO Box 8184, West Palm Beach, FL 33407, of the County of Palm Beach, Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie, Florida, to-wit:

Lots 9 and 10, Block 2, Amy Anna Park, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 72, of the Public Records of St. Lucie County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Scanned with CamScanner

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

SKD Financial Inc., a Florida Corporation

By: _____
Stephen K. Denny, President

_____
WITNESS
PRINT NAME: Christy Parrish

1903 S. 25th St. Ste. 201
Ft. Pierce FL 34947
WITNESS 1 ADDRESS

_____
WITNESS
PRINT NAME: Alexis Maltese

1903 S 25th St. Ste 201
Ft. Pierce FL 34947
WITNESS 2 ADDRESS

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 21st day of June, 2024 by Stephen K. Denny, President of SKD Financial Inc., a FL Corporation, on behalf of the Corporation.

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

CHRISTY PARRISH
Commission # HH 516418
Expires April 16, 2028

Personally known: _____
OR Produced Identification: ✓

Type of Identification Produced: FL Driver License

Scanned with CamScanner

Property Identification

Site Address: 209 N 18TH ST
Sec/Town/Range: 09/35S/40E
Parcel ID: 2409-606-0041-000-0
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 22137
Map ID: 24/09N
Zoning: SF Moderat

Ownership

A-OK Construction, Inc.
PO Box 8184
West Palm Beach, FL 33407-0184

Legal Description

AMY ANNA PARK BLK 2 LOTS 9 AND 10

Current Values

Just/Market Value:	$34,000
Assessed Value:	$10,101
Exemptions:	$0
Taxable Value:	$10,101

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.31
Land Size (SF):	13,300

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2025 Saint Lucie County Property Appraiser. All rights reserved.

A-Ok Construction,Inc
PO Box 8184
West Palm Beach,Fl 33407

WRITTEN NARRATIVE

Property Address: 209 N. 18th st. Ft.Pierce,Fl 34950

My name is Andre Baxam with A-Ok Construction,Inc. I am building a 3300 sq ft. Duplex in the city of Ft. Pierce. It is a 4 bedroom 3 bath comfortable and spacious home on each side. It consists of many upgrades like granite countertops and stainless steel appliances. Each unit will have a washer and dryer also. The property consists of a nice backyard with room to relax and cookout. These units surpasses the typical duplexes.

Andre Baxam

N 18th St

SITE PLAN

PREPARED FOR

A-OK CONSTRUCTION, INC.

GRAPHIC SCALE
20 0 20 40
(IN FEET)
Intended display scale:
1 inch = 20 feet

N

LEGEND

X 20.0	EXISITNG ELEVATION
C&T	CULPEPPER & TERPENING, INC.
CONC.	CONCRETE
EL.	ELEVATION
FFE	FINISH FLOOR ELEVATION
FND	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
IR&C	IRON ROD & CAP
LB	LICENSED SURVEYING BUSINESS
(M)	FIELD MEASUREMENT
ORB	OFFICIAL RECORD BOOK
(P)	PLAT MEASUREMENT
PG	PAGE

LEGAL DESCRIPTION

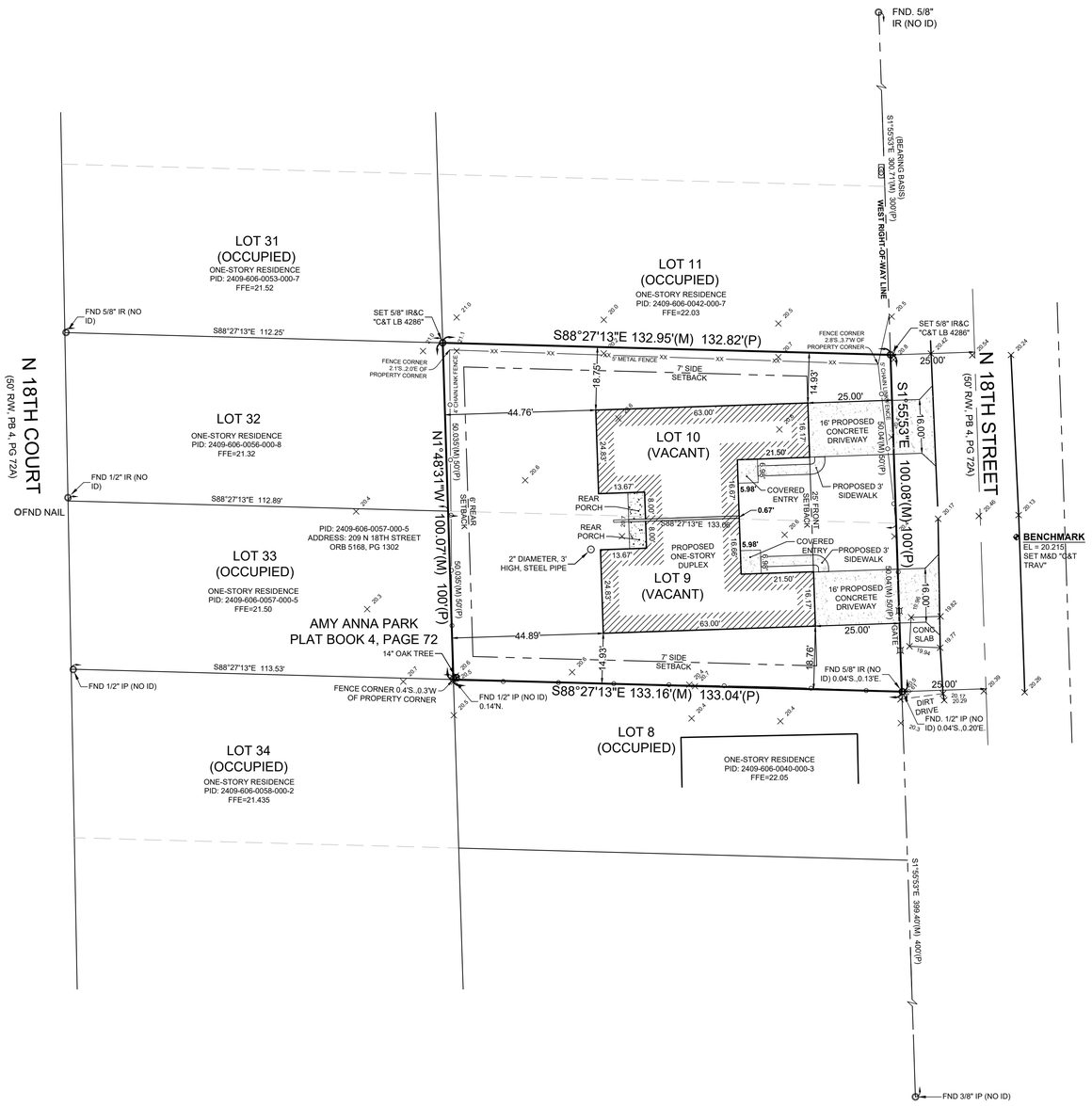
LOTS 9 AND 10, BLOCK 2, AMY ANNA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 72, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SITE ADDRESS

209 N 18TH STREET, Fort Pierce, FL 34983

SURVEYORS NOTES

1. THE LAST DATE OF DATA ACQUISITION WAS 7/9/2024.
2. THE PURPOSE OF THIS PLAN IS IN SUPPORT OF A RESIDENTIAL BUILDING PERMIT ONLY.
3. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
4. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011). THE BASIS OF BEARING FOR THIS SURVEY IS THE WEST RIGHT-OF-WAY LINE OF NORTH 18TH STREET, AS SHOWN, HAVING A BEARING OF NORTH 01°55'53" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
7. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY NATIONAL GEODETIC SURVEY BENCHMARK M-350, HAVING A PUBLISHED ELEVATION OF 17.51'.
8. THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), AS ESTABLISHED USING FLORIDA DEPARTMENT OF TRANSPORTATION FPRN.
9. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
10. OVERALL PARCEL CONTAINS 100± ACRES, MORE OR LESS.
11. FOUNDATIONS AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
12. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
13. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
14. THE DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY WAS PROVIDED BY THE CLIENT OR THE CLIENTS REPRESENTATIVE.
15. THIS SURVEY DELINEATES THE BOUNDARY LOCATION ACCORDING TO THE LEGAL DESCRIPTION, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
16. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS AND TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR AN EXPECTED HORIZONTAL AND VERTICAL ACCURACY OF 0.10'.
17. NO JURISDICTIONAL OR WETLANDS WERE DETERMINED OR LOCATED AS PART OF THIS SURVEY.
18. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN AREAS HAVING FLOOD ZONE DESIGNATIONS OF "X" AS SHOWN ON FLOOD RATE MAP NUMBER 12111C0179 K, MAP REVISED 2/19/2020, ST. LUCIE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
19. SUBMITTAL TO A JURISDICTIONAL AGENCY MAY REQUIRE ADDITIONAL FIELD AND/OR OFFICE WORK.
20. THERE ARE NO GAPS, GORES OR HIATUSES.



P:\Proj-2024\24-088 209 N 18th St - Survey Bid Pkg\Survey\24-088 Site Plan.dwg Plotted: 7/22/2024 11:16 AM By: JOHN YANCY

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
SEE PLOT STAMP AT LEFT	

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.

	BY	DATE
FIELD	SG	7/9/2024
CALCS.	JDJ	7/11/2024
DRAWN	JHY	7/15/2024
DETAILED		
CHECKED	JDJ	7/16/2024
APPROVED	TPK	7/16/2024

SITE PLAN

PREPARED FOR

A-OK CONSTRUCTION, INC.

DATE: 7/16/2024	
HORIZ. SCALE: 1"=20'	
VERT. SCALE: NONE	
JOB No.	24-088
SHEET	1 of 1

SITE PLAN

PREPARED FOR

A-OK CONSTRUCTION, INC.

GRAPHIC SCALE
20 0 20 40
(IN FEET)
Intended display scale:
1 inch = 20 feet

N

LEGEND

X 20.0	EXISITNG ELEVATION
C&T	CULPEPPER & TERPENING, INC.
CONC.	CONCRETE
EL.	ELEVATION
FFE	FINISH FLOOR ELEVATION
FND	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
IR&C	IRON ROD & CAP
LB	LICENSED SURVEYING BUSINESS
(M)	FIELD MEASUREMENT
ORB	OFFICIAL RECORD BOOK
(P)	PLAT MEASUREMENT
PG	PAGE

LEGAL DESCRIPTION

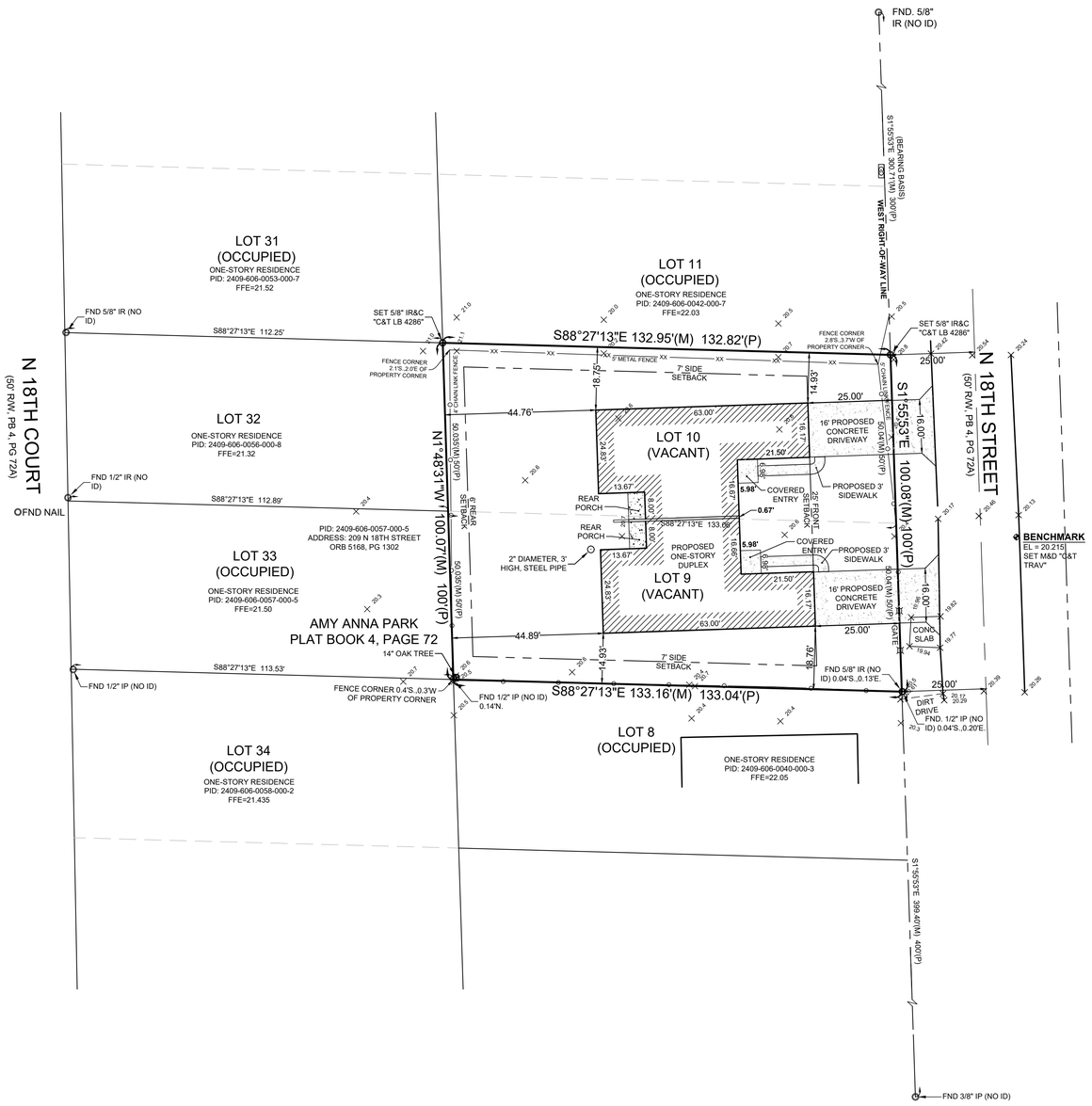
LOTS 9 AND 10, BLOCK 2, AMY ANNA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 72, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SITE ADDRESS

209 N 18TH STREET, Fort Pierce, FL 34983

SURVEYORS NOTES

1. THE LAST DATE OF DATA ACQUISITION WAS 7/9/2024.
2. THE PURPOSE OF THIS PLAN IS IN SUPPORT OF A RESIDENTIAL BUILDING PERMIT ONLY.
3. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
4. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011). THE BASIS OF BEARING FOR THIS SURVEY IS THE WEST RIGHT-OF-WAY LINE OF NORTH 18TH STREET, AS SHOWN, HAVING A BEARING OF NORTH 01°55'53" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
7. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY NATIONAL GEODETIC SURVEY BENCHMARK M-350, HAVING A PUBLISHED ELEVATION OF 17.51'.
8. THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), AS ESTABLISHED USING FLORIDA DEPARTMENT OF TRANSPORTATION FPRN.
9. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
10. OVERALL PARCEL CONTAINS 100± ACRES, MORE OR LESS.
11. FOUNDATIONS AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
12. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
13. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
14. THE DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY WAS PROVIDED BY THE CLIENT OR THE CLIENTS REPRESENTATIVE.
15. THIS SURVEY DELINEATES THE BOUNDARY LOCATION ACCORDING TO THE LEGAL DESCRIPTION, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
16. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS AND TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR AN EXPECTED HORIZONTAL AND VERTICAL ACCURACY OF 0.10'.
17. NO JURISDICTIONAL OR WETLANDS WERE DETERMINED OR LOCATED AS PART OF THIS SURVEY.
18. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN AREAS HAVING FLOOD ZONE DESIGNATIONS OF "X" AS SHOWN ON FLOOD RATE MAP NUMBER 12111C0179 K, MAP REVISED 2/19/2020, ST. LUCIE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
19. SUBMITTAL TO A JURISDICTIONAL AGENCY MAY REQUIRE ADDITIONAL FIELD AND/OR OFFICE WORK.
20. THERE ARE NO GAPS, GORES OR HIATUSES.



P:\Proj-2024\24-088 209 N 18th St - Survey Bid Pkg\Survey\24-088 Site Plan.dwg Plotted: 7/22/2024 11:16 AM By: JOHN YANCY

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
SEE PLOT STAMP AT LEFT	

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.

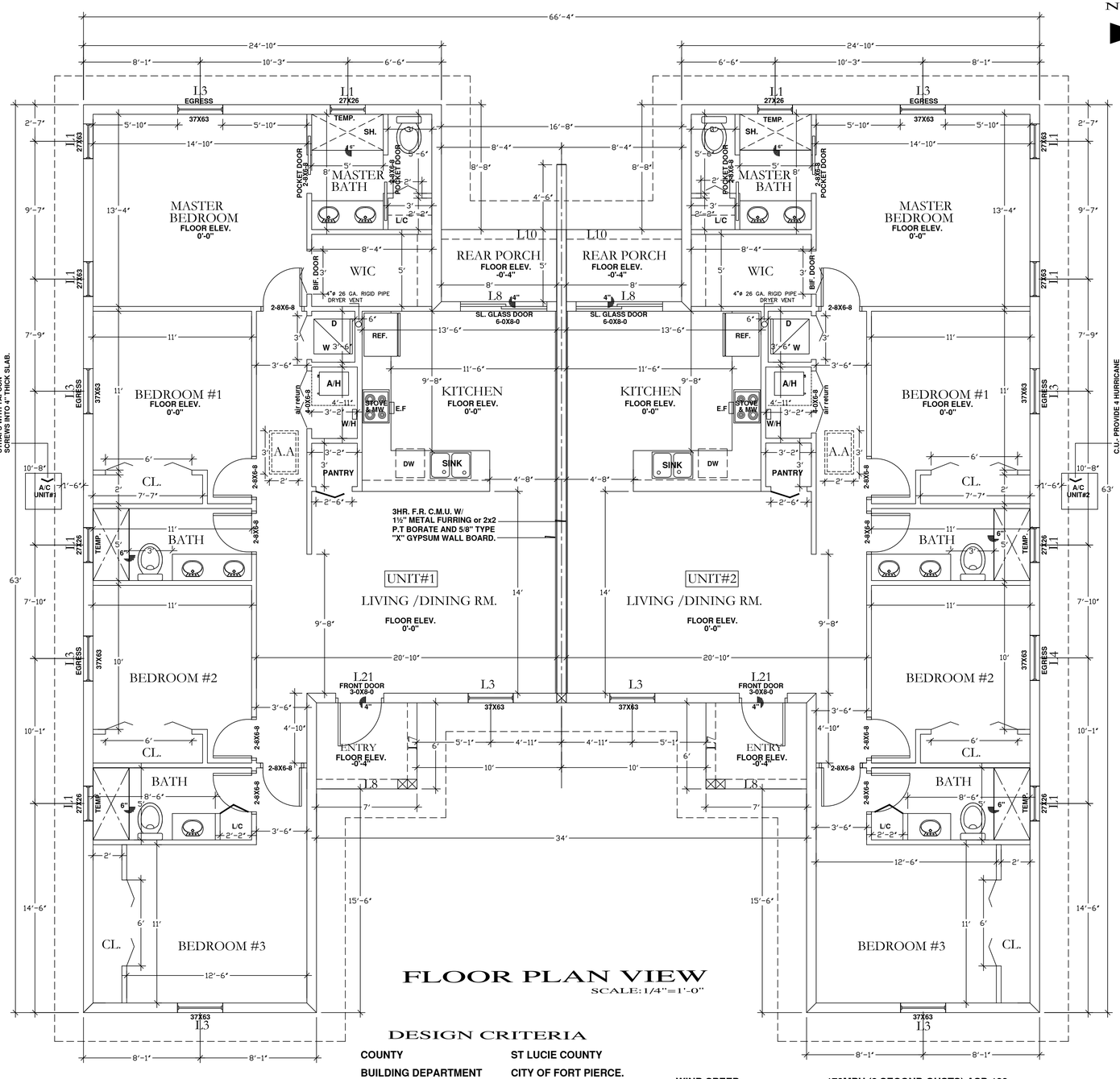
	BY	DATE
FIELD	SG	7/9/2024
CALCS.	JDJ	7/11/2024
DRAWN	JHY	7/15/2024
DETAILED		
CHECKED	JDJ	7/16/2024
APPROVED	TPK	7/16/2024

SITE PLAN

PREPARED FOR

A-OK CONSTRUCTION, INC.

DATE: 7/16/2024	
HORIZ. SCALE: 1"=20'	
VERT. SCALE: NONE	
JOB No.	24-088
SHEET	1 of 1



FLOOR PLAN VIEW

SCALE: 1/4"=1'-0"

NORTH

SCOPE OF WORK

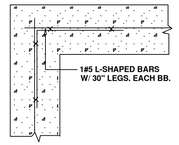
BUILD A 1-STORY CBS MULTI FAMILY RESIDENCE

GD DRAFTING CORP.

SQUARE FOOTAGE:

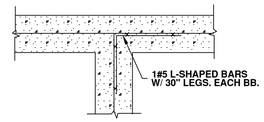
UNIT#1		
AREA UNDER A/C.	1609.0	SQ. FT.
REAR PORCH	42.0	SQ. FT.
FRONT PORCH	42.0	SQ. FT.
TOTAL SQFT.	1693.0	SQ. FT.

UNIT#2		
AREA UNDER A/C.	1609.0	SQ. FT.
REAR PORCH	42.0	SQ. FT.
FRONT PORCH	42.0	SQ. FT.
TOTAL SQFT.	1693.0	SQ. FT.
TOTAL SQFT. (TWO UNITS)	3386.0	SQ. FT.



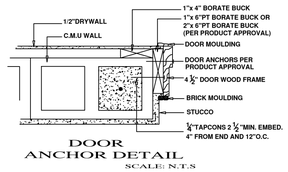
CORNER WALL DETAIL

SCALE: N.T.S



INTERSECTION WALL DETAIL

SCALE: N.T.S



DOOR ANCHOR DETAIL

SCALE: N.T.S

STRUCTURAL NOTES

1. All work shall conform to the Florida Building Code (FBC), 2023 8th. edition.
2. All structural loads shall be in accordance with FBC 2023 8th. ed.
   a. Wind Loads: See design parameters below.
3. Soil bearing capacity : 2500 PSF.
4. All structural concrete shall have minimum compressive strength of 3000 psi at 28 days.
5. Slab/ Footings to be concrete with minimum 3000 psi. compressive strength at 28 days . See plans for size and steel requirements.
6. Minimum concrete protection for reinforcing bars: Footings: 3" Beams: 1-1/2" Suspended Slabs: 1"
7. Lap all reinforcing steel a minimum of 48 bar diameters. Grade 60 steel minimum in beams and columns.
8. All Lumber in contact with concrete or masonry shall be pressure treated.
9. Splitting or cracking of structural components due to installation of hardware is not permitted.
10. Unless otherwise noted, the installation of specified hardware shall conform to the manufactures instructions and standard practice.
11. Bearing points of trusses shall have vertical studs in a number equal to the number of plies of the bearing member when the bearing member is 2 or more plies unless noted.
12. Unless otherwise noted for exterior walls, exterior plywood sheathing is to be nailed with 8d galv. or better nails 3"o.c. edges and 6"o.c. field. Interior drywall screwed with screws 1 1/2" long drywall screw are 7" o.c. for ceilings and 8" o.c. on walls per FBC 2023 8th. edition. 2306.1.
13. Anchor in-fill CMU / starter column to existing masonry with 1" wide x 16" gage corrugated galvanized steel masonry anchors embedded in masonry joints at 16" o.c. fasten masonry anchors to existing concrete / masonry with 1/4" tapcon fasteners with minimum 1 1/4" embedment.
14. Exterior porch ceiling and soffit 7/8" stucco on high rib lath w/1 3/4" nailing or 1/2" ext. plywood vent system required.
15. Storm protection required for all glazed openings in accordance w/ and local codes & F.B.C. 2023 8th. edition.
16. Product approval req. for doors, windows, roof, engineered lumber, garage door & storm protection in accordance w/ FBC 2023 8th. edition and local codes.
17. Mix grout to have a slump of 8" to 10" at time of placement. Compressive strength of grout shall be 3000 psi minimum conforming to the requirements of ASTM C476.
18. Materials shall comply with the following standards: block - ASTM C90-75, Portland cement - ASTM C150, aggregate - ASTM C144 or ASTM C404, lime - ASTM C207, water - clean and potable, grout - ASTM C476.

GENERAL NOTES

1. THE RESPONSIBILITY OF THE ENGINEER/ARCHITECT IN RECORDS IS LIMITED ONLY TO THE INFORMATION PRESENTED IN THIS PACKAGE. IT SHOULD BE NOTED THAT THE DESIGN AND RECOMMENDATIONS PRESENTED IN THIS PACKAGE ARE BASED ON INFORMATION GIVEN TO THE ENGINEER OF RECORD. CONSEQUENTLY, THE RECOMMENDATIONS STATED WITHIN THIS DRAWING MAY BE CONTRADICTED IF INSPECTION SUGGESTS OTHERWISE.
2. REFER TO STRUCTURAL NOTES FOR MORE INSTRUCTIONS.
3. VERIFY ALL MASONRY OPENINGS WITH WINDOW AND DOOR MANUF.

BUCK NOTE:

INSTALL DOORS AND WINDOWS PER MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS, (SEE PRODUCT APPROVAL). ALL IMPACT RESISTANT WINDOWS AND DOORS SHALL REQUIRE A 2x BUCK PER CODE.

GLAZING NOTE:

PROVIDE APPROVED HURRICANE PANELS OR IMPACT RATED GLASS. SUBMIT PRODUCT APPROVALS TO E.O.R. & BLDG. DEPT. FOR APPROVAL

APPLICABLE CODES

FBC BUILDING CODE 8TH ED. (2023)
FBC RESIDENTIAL CODE 8TH ED. (2023)
FBC MECHANICAL CODE 8TH ED. (2023)
FBC PLUMBING CODE 8TH ED. (2023)
NATIONAL ELECTRICAL CODE 2020 ED.

DESIGN CRITERIA

COUNTY	ST LUCIE COUNTY	
BUILDING DEPARTMENT	CITY OF FORT PIERCE.	
WIND DESIGN CRITERIA	ASCE 7-2022	
WIND DESIGN METHOD	MAIN WIND FORCE RESISTING	
ROOFING MATERIAL	ASPHALT SHINGLES	
LOADING IN PSF	ROOF	R.D.L.
TOP CHORD LIVE	20	
TOP CHORD DEAD	15	4.2
BOTTON CHORD LIVE	10 NON-CONCURRENT	
BOTTOM CHORD DEAD	10	3
TOTAL LOAD	45	7.2
DURATION FACTOR	1.25	

WIND SPEED	170MPH (3 SECOND GUSTS) ASD 132
TOP CHORD C.B.	SHEETING BY BUILDER
BOTTOM CHORD C.B.	SHEETING BY BUILDER
HIGHEST MEAN HEIGHT	13'-4"
BUILDING TYPE	ENCLOSED
BUILDING CATEGORY	II: NON RESTRICTIVE
EXPOSURE CATEGORY	C
OCCUPANCY TYPE	R-3
CONSTRUCTION TYPE	5-B

City of Fort Pierce.

Permit # **Building Address:** **Contractor:**

Opening Schedule: Swing Doors, Overhead Doors, Sliding Doors, Fixed Glass, Windows & Skylights

FL # or Miami-Dade	Product	Model #	Manufacturer	Glass Description	Attachment Method Type, Size, Spacing & Embedment	Building Design Pressure	Product Design Pressure
FL19090-R4	Sliding Glass Door	MG-1000	Mr. Glass windows/doors	5/16 LAMI	3/16" Tapcons, Fill all Holes	+37.80/-50.70	+120.0/-140.0
FL20352-R3	Single Hung Window	MG-200	Mr. Glass windows/doors	5/16 LAMI	3/16" Tapcons, Fill all Holes	+37.80/-50.70	+80.0/-140.0
FL22378.2-RF	Solid Door-Ext.	Opaque Fiberglass	Masonite International	n/a	14"x3-1/4" Tapcons 6" from Edges 12"O.C. Field	+37.80/-50.70	+60.0/-60.0

Product	Model #	Manufacturer	Attachment Method Type, Size, Spacing, Embedment & Stiffener etc.	Building Design Pressure	Product Design Pressure
Mullions					
Roof	FL10124.1-R33	GAF	#9-15x1.5", HWH, with sealing washer (min ‡ penetration)		
Siding					
Soffit					
Hurricane Panels Less than 6' span			Gauge of Steel		
Hurricane Panels 6' span or more			Gauge of Steel		

I have reviewed the above components or cladding and I have approved their use in this structure. These products provide adequate resistance to the wind loads and forces specified by current code provisions.

Name: Lillian Gonzalez
Signature:
Certification Number: 79442
Date: 12/22/2022

Please customize the size of this form for your specific structure. It is not intended that you fit the product approval information into the provided spaces. This form is provided as a template.

revised 07/12/2016 tv

DATE: JUNE 2024

SCALE: AS SHOWN

GOARCH DRAFTING CORP.
dwg by: C. Arocha
561-818-5171

SIGN: DATE:

GOARCH ENGINEERING INC.
1524 TUTTLE AVE.
PALM SPRINGS, FL. 33406
PH #561-294-6929

LILLIAN GONZALEZ Ph.D. P.E
FL. REG. ENG. #79442
CA CERTIFICATE # 32045

A-OK CONSTRUCTION INC.
209 N 18TH ST.
FT. PIERCE, FL. 34950

REVISIONS

NO.	DATE	COMMENTS

1-5

SW 7005
Pure White

SW 6204
Sea Salt

Interior / Exterior

Locator Number: 217-C1

SW 7029
Agreeable Gray

SW 7604
Smoky Blue

SW 6225
Sleepy Blue

SW 7005
Pure White
SW 6204
Sea Salt
Interior / Exterior
Locator Number: 217-C1
SW 7029
Agreeable Gray
SW 7604
Smoky Blue
SW 6225
Sleepy Blue

A-Ok Construction,Inc
PO Box 8184
West Palm Beach,Fl 33407
561-810-0780

JUSTIFICATION STATEMENT

Property Address: 209 N. 18th st. Ft.Pierce,Fl 34950

Good day to you! My name is Andre Baxam with A-Ok Construction,Inc. I would love to construct this beautiful duplex in the city of Fort Pierce. As you know, we have a affordable home shortage. I would love to provide a solution to your city. I just recently constructed a single family home that was sold to a veteran at a affordable price. I want to be a asset to your city. I secured private funding to build affordable housing in your city. You will be very pleased with my work. If you have any questions or concerns, please reach out to me.

Andre Baxam

A-Ok Construction,Inc

Scanned with CamScanner

A-Ok Construction,Inc
PO Box 8184
West Palm Beach,Fl 33407

Traffic Impact Report

Property Address: 209 N. 18th st. Ft.Pierce,Fl 34950

Building a duplex does not change the impact of *Traffic on 18th st.*

Andre Baxam

SITE PLAN

PREPARED FOR

A-OK CONSTRUCTION, INC.

GRAPHIC SCALE
20 0 20 40
(IN FEET)
Intended display scale:
1 inch = 20 feet

LEGEND

X 20.0	EXISITNG ELEVATION
C&T	CULPEPPER & TERPENING, INC.
CONC.	CONCRETE
EL.	ELEVATION
FFE	FINISH FLOOR ELEVATION
FND	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
IR&C	IRON ROD & CAP
LB	LICENSED SURVEYING BUSINESS
(M)	FIELD MEASUREMENT
ORB	OFFICIAL RECORD BOOK
(P)	PLAT MEASUREMENT
PG	PAGE

LEGAL DESCRIPTION

LOTS 9 AND 10, BLOCK 2, AMY ANNA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 72, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SITE ADDRESS

209 N 18TH STREET, Fort Pierce, FL 34983

SURVEYORS NOTES

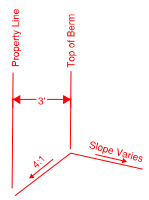
1. THE LAST DATE OF DATA ACQUISITION WAS 7/9/2024.
2. THE PURPOSE OF THIS PLAN IS IN SUPPORT OF A RESIDENTIAL BUILDING PERMIT ONLY.
3. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
4. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011). THE BASIS OF BEARING FOR THIS SURVEY IS THE WEST RIGHT-OF-WAY LINE OF NORTH 18TH STREET, AS SHOWN, HAVING A BEARING OF NORTH 01°59'53" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
7. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY NATIONAL GEODETIC SURVEY BENCHMARK M-350, HAVING A PUBLISHED ELEVATION OF 17.51'.
8. THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011 ADJUSTMENT), AS ESTABLISHED USING FLORIDA DEPARTMENT OF TRANSPORTATION FPRN.
9. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
10. OVERALL PARCEL CONTAINS 100± ACRES, MORE OR LESS.
11. FOUNDATIONS AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
12. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
13. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
14. THE DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY WAS PROVIDED BY THE CLIENT OR THE CLIENTS REPRESENTATIVE.
15. THIS SURVEY DELINEATES THE BOUNDARY LOCATION ACCORDING TO THE LEGAL DESCRIPTION, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
16. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS AND TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR AN EXPECTED HORIZONTAL AND VERTICAL ACCURACY OF 0.10'.
17. NO JURISDICTIONAL OR WETLANDS WERE DETERMINED OR LOCATED AS PART OF THIS SURVEY.
18. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN AREAS HAVING FLOOD ZONE DESIGNATIONS OF "X" AS SHOWN ON FLOOD RATE MAP NUMBER 12111C0179 K, MAP REVISED 2/19/2020, ST. LUCIE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
19. SUBMITTAL TO A JURISDICTIONAL AGENCY MAY REQUIRE ADDITIONAL FIELD AND/OR OFFICE WORK.
20. THERE ARE NO GAPS, GORES OR HIATUSES.

GRADING PLAN PROVIDED BY
CULPEPPER & TERPENING - 7/22/2024

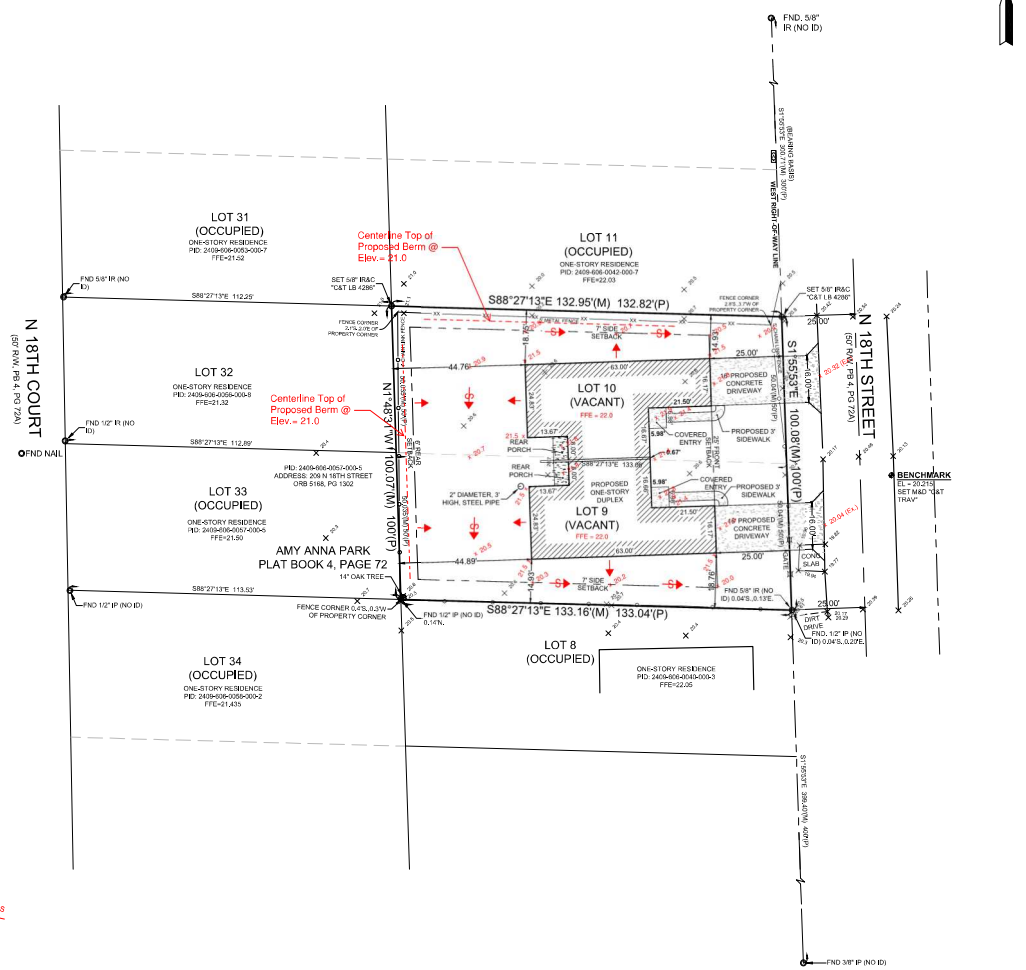
GRADING STATEMENT AS REQUIRED
BY THE CITY OF FORT PIERCE:
THIS DRAINAGE PLAN COMPLIES WITH
SECTION 103-203 OF THE CITY OF FORT
PIERCE CODE OF ORDINANCES.

GRADING PLAN LEGEND

x 19.5	PROPOSED GRADE
←	PROPOSED FLOW
←S	PROPOSED SWALE



BERM DETAIL
NTS



Digitally signed by Thomas P Kiernan
Date: 2024.07.22 12:00:06 -04'00'

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
SEE PLOT STAMP AT LEFT	

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.

	BY	DATE
FIELD	SG	7/9/2024
CALCS.	JDJ	7/11/2024
DRAWN	JHY	7/15/2024
DETAILED		
CHECKED	JDJ	7/16/2024
APPROVED	TPK	7/16/2024

SITE PLAN

PREPARED FOR

A-OK CONSTRUCTION, INC.

DATE: 7/16/2024
HORIZ. SCALE: 1"=20'
VERT. SCALE: NONE
JOB No. 24-088
SHEET 1 of 1

P:\Proj-2024\24-088 209 N 18th St - Survey Bid Proj\Survey\24-088 Site Plan.dwg Plotted: 7/22/2024 11:16 AM By: JOHN YANCY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data: 209 N. 18th ST. FT. PIERCE

	Existing Use	Future Land Use	Zoning
North	R3	RL	SF MODERAT
South	R3	RL	SF MODERATE
East	R4	RM	SF MODERATE
West	R3	RL	SF MODERATE

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RL	R3	6 UNIT PER ACRE	.31	X
****Proposed**	RL	R3	BUILD DUPLEX	.31	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	200 Total gallons per day
**Proposed Zoning/FLU	200 Total gallons per day
**Change in Demand	0 Total gallons per day

Scanned with CamScanner

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	100 Total gallons per day
**Proposed Zoning/FLU	100 Total gallons per day
**Change in Demand	0 Total gallons per day

C. Parks and Recreation (Residential Classifications Only): N/A
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): N/A
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)

Demand Analysis	Maximum
Current Zoning/FLU	2
****Proposed Zoning/FLU**	2
***Change in Demand**	0

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Scanned with CamScanner

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

N/A

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? ☐ Yes ☑ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family	1	2	.31	SEPTEMBER 25	DECEMBER 25
Other (specify)					

Scanned with CamScanner

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☑ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☑ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

Scanned with CamScanner

A-Ok Construction,Inc
PO Box 8184
West Palm Beach,Fl 33407

Environmental Impact Report

Property Address: 209 N. 18th st. Ft.Pierce,Fl 34950

Building a duplex does not change the impact of Enviro on 18th st.

Andre Baxam

Scanned with CamScanner

A-Ok Construction,Inc
PO Box 8184
West Palm Beach,Fl 33407
728-206-9393

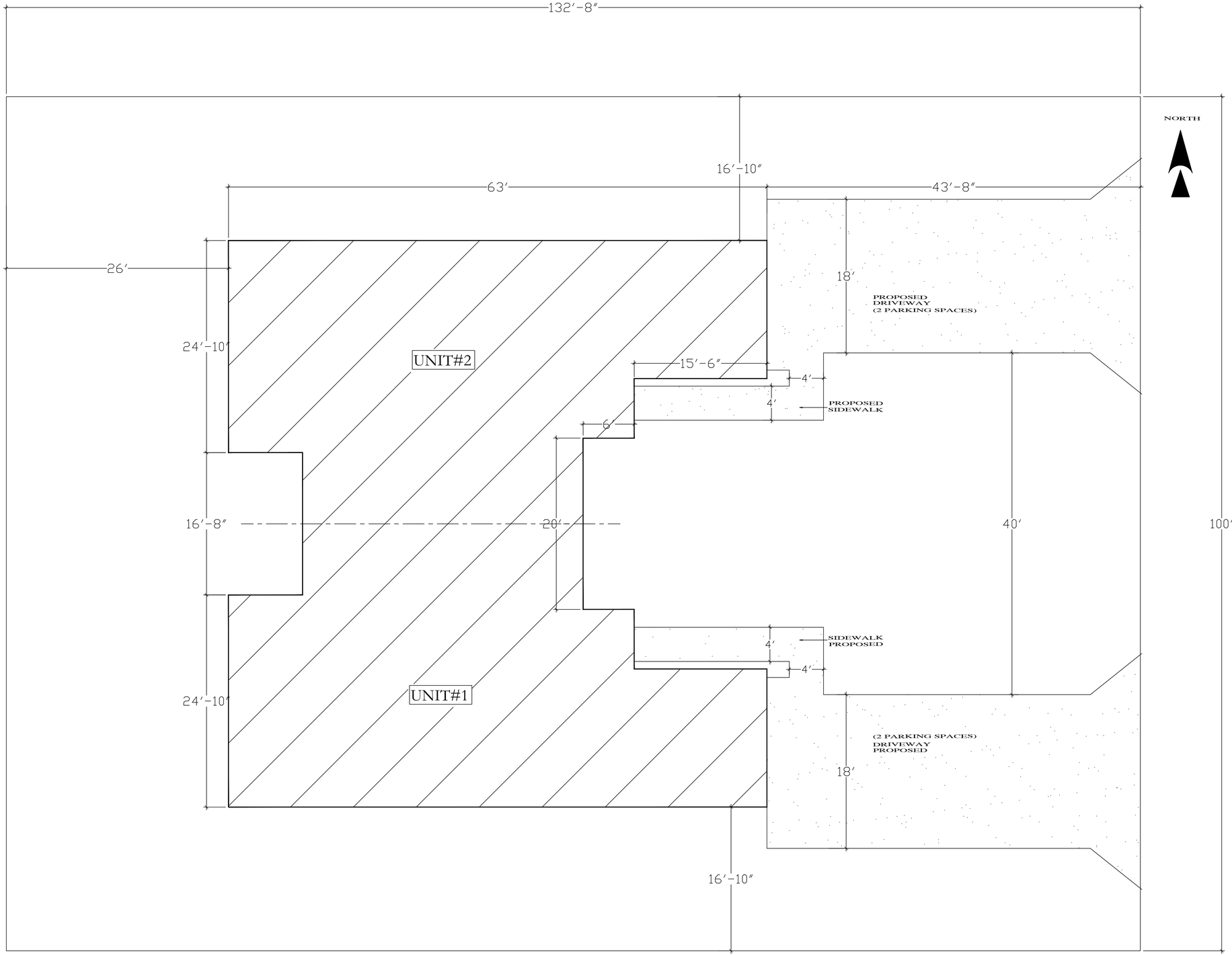
Technical Review Response

Property Address: 209 N. 18th st. Ft.Pierce,Fl 34950

My name is Andre Baxam with A-Ok Construction,Inc. I am building a 3300 sq ft. Duplex in the city of Ft. Pierce. Garbage cans will be provided by my management company. If the city does not pick up trash in the area, I will subcontract with a trash company in the area. The duplex will be illuminated with lighting every 4 feet around entire duplex in the fascia area. I will also have solar lighting in the front of property and along the side of the driveway.
If you have any questions or concerns please call or email me. Thank you again.

Andre Baxam

Scanned with CamScanner



A-OK CONSTRUCTION INC.
209 N 18TH ST.
FT. PIERCE, FLORIDA

A-Ok Construction,Inc
PO Box 8184
West Palm Beach,Fl 33407
728-206-9393

Lawn Maintenance

Property Address: 209 N. 18th st. Ft.Pierce,Fl 34950

My name is Andre Baxam with A-Ok Construction,Inc. I am building a 3300 sq ft. Duplex in the city of Ft. Pierce. I will be doing my own lawn maintenance. I take pride on all of my properties lawn care. My management company has all of the equipment to take care of the maintenance. If you have any questions or concerns please call or email me. Thank you again.

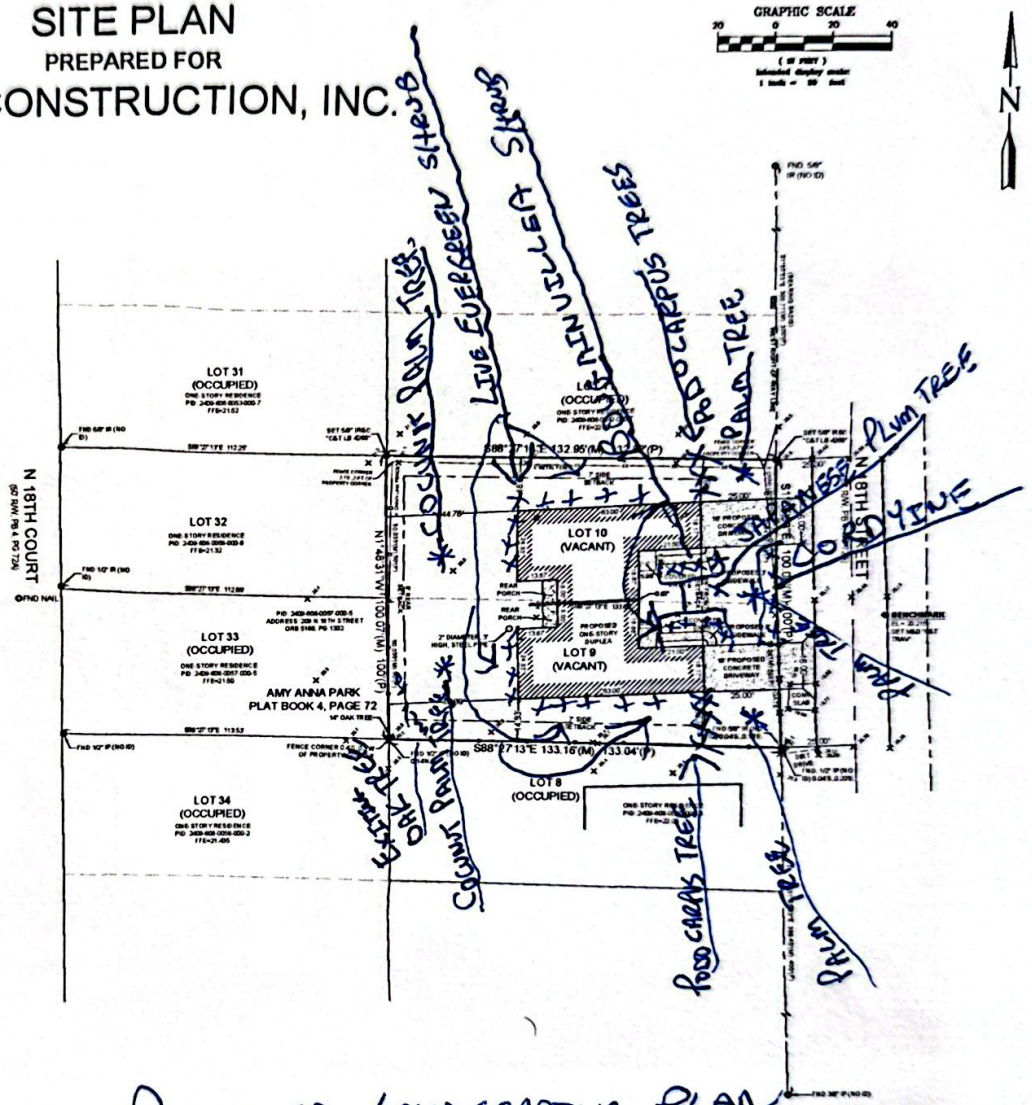
Andre Baxam

Scanned with CamScanner

209 N. 18th ST. FTP, FL

Scanned with CamScanner

SITE PLAN
PREPARED FOR
A-OK CONSTRUCTION, INC.



DETAILED LANDSCAPING PLAN

LEGEND

X 20.0	EXISTING ELEVATION
C&T	CULPEPPER & TERPENING, INC.
CONC	CONCRETE
EL	ELEVATION
FFE	FINISH FLOOR ELEVATION
FND	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
IR&C	IRON ROD & CAP
LB	LICENSED SURVEYING BUSINESS
(M)	FIELD MEASUREMENT
ORB	OFFICIAL RECORD BOOK
(P)	PLAT MEASUREMENT
PG	PAGE

LEGAL DESCRIPTION

LOTS 9 AND 10, BLOCK 2, AMY ANNA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 72, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SITE ADDRESS

209 N 18TH STREET, Fort Pierce, FL 34950

SURVEYORS NOTES

1. THE LAST DATE OF DATA ACQUISITION WAS 7/5/2024.
2. THE PURPOSE OF THIS PLAN IS TO SURVEY "AS" A RESIDENTIAL BUILDING PERMIT ONLY.
3. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053 OF THE FLORIDA ADMINISTRATIVE CODE.
4. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011). THE BASIS OF BEARING FOR THIS SURVEY IS THE WEST RIGHT-OF-WAY LINE OF NORTH 18TH STREET, AS SHOWN, HAVING A BEARING OF NORTH 01°55'52" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
7. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY NATIONAL GEODETIC SURVEY BENCHMARK M383, HAVING A PUBLISHED ELEVATION OF 17.51'.
8. THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011 ADJUSTMENT), AS ESTABLISHED USING FLORIDA DEPARTMENT OF TRANSPORTATION FPRN.
9. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
10. OVERALL PARCEL CONTAINS 1600± ACRES, MORE OR LESS.
11. FOUNDATIONS AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
12. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
13. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY, SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
14. THE DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY WAS PROVIDED BY THE CLIENT OR THE CLIENTS REPRESENTATIVE.
15. THIS SURVEY DELINEATES THE BOUNDARY LOCATION ACCORDING TO THE LEGAL DESCRIPTION, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
16. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS AND TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR ANY EXPECTED HORIZONTAL AND VERTICAL ACCURACY OF 0.10'.
17. NO JURISDICTIONAL OR WETLANDS WERE DETERMINED OR LOCATED AS PART OF THIS SURVEY.
18. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN AREAS HAVING FLOOD ZONE DESIGNATIONS OF "X" AS SHOWN ON FLOOD RATE MAP NUMBER 12111C0317F, MAP REVISED JUNE 18, 2018, ST. LUCIE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
19. SUBMITTAL TO A JURISDICTIONAL AGENCY MAY REQUIRE ADDITIONAL FIELD AND/OR OFFICE WORK.
20. THERE ARE NO GAPS, GORES OR HIATUSES.

THOMAS P. KERMAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6189
SIGNATURE DATE

COMPUTER FILE NO.
FIELD BK. / PG.

CULPEPPER & TERPENING INC
3280 SOUTH 2nd STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3587 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4336

- REVISIONS -	BY	DATE

	BY	DATE
FIELD	SS	7/5/2024
CALCS.	JDJ	7/11/2024
DRAWN	JDT	7/15/2024
DETAILED		
CHECKED	JDJ	7/15/2024
APPROVED	TPK	7/15/2024

SITE PLAN
PREPARED FOR
A-OK CONSTRUCTION, INC.

DATE: 7/15/2024
HORIZ. SCALE: 1"=20'
VERT. SCALE: NONE
JOB No. 24-069
SHEET 1 of 1

Scanned with CamScanner

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Andre Baxam
A-Ok Construction
909 30th Street
West Palm Beach, FL 33407

Project#: PZCON2025-00002 – Minor Site Plan application @ **209 N 18th Street**
Duplex (Conditional Use: Innovative Design)
Technical Review Committee comments for Thursday, March 20, 2025 TRC Meeting

City of Fort Pierce Planning Department

The application **Requires Resubmittal** for the following reasons:

1. The application is reviewed under the new allowable use code. Duplex development in R-3, Single-family Moderate density zoning district is based on approval through *Innovative* designs. Innovative design applies and includes landscaping, amenities, and architectural aesthetics and colors. We love the architectural designs and renderings
2. Detailed landscaping plan is missing
3. Lighting plan/details are missing
4. Please explain how refuse will be collected
5. Prior to the issuance of Building Permit approval:
    a. A notarized Landscape Maintenance Agreement is required

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Senior Planner

From : Tracy Telle, Engineering Manager

Re : 209 N. 18th Street - Minor Site Plan
TRC No. PZSITE2025-00011

Date : March 13, 2025

This is to advise you that we have completed the review of the following documents received by this office on March 7, 2025:

- ☐ Development Permit Compliance Review
- ☒ Minor Site Plan Application
- ☐ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☒ Do Not Recommend
- ☒ Approval
- ☐ Variance Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

1. The current plan proposes two driveways with a separation between the two driveways of 33.5'+/-. City of Fort Pierce Code of Ordinances Section 125-316 references that a minimum separation of 40' is requires; please revise the plans accordingly.

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

March 20, 2025

Case #: PZSITE2025-00011

Planner: City of Ft. Pierce Planning Department.

Minor Site Plan

209 N 18th Street, Ft. Pierce (Innovative Development / duplex).

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZSITE2025-00011
Minor Site Plan (Innovative Development) Duplex - 209 N. 18th Street

Comments

W/WW Engineering: Water and Wastewater Service is available to the subject property.

Water - Applicant is required to visit 206 South 6th Street (FPUA's Customer Service Building) to set up a utility account and address the required fees. Fess will include (but not limited to) the installation of a residential double water service from the existing water service at the site. The two water meters must be on private property and must be freely accessible from the public right-of-way for maintenance and billing purposes.

Wastewater – Applicant is required to Call 811, Florida's Official BEFORE YOU DIG hotline, to have the wastewater service located in the field to ensure effective and efficient connection.

The Applicant's plumber is responsible for contacting Julie Cantave @ (772) 466-1600 ext. 5520 to schedule a sewer tap inspection. The plumber must be present for the inspection with the connection fully exposed for inspection purposes. Ferncos are not allowed to be used for connection of applicant's private lateral to FPUA's point of service. Ensure that FPUA Detail S-3 (Double Lateral Service Connection) and S-4A is strictly adhered to when restoring the excavation after the inspection is complete.

S-4A.PDF

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.

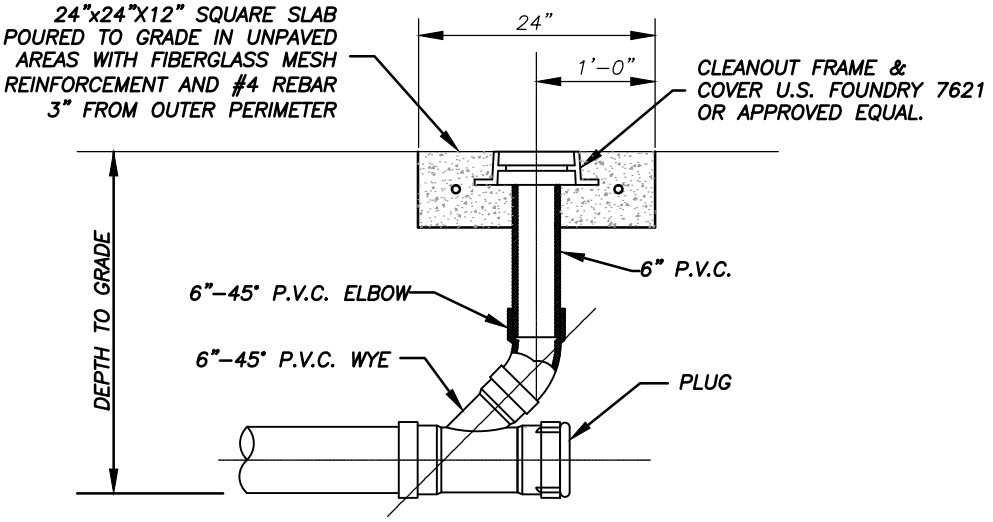
Please contact Sal Scimeca for electric customer requirements and project coordination.
Before work begins.

(Con't pg 2)

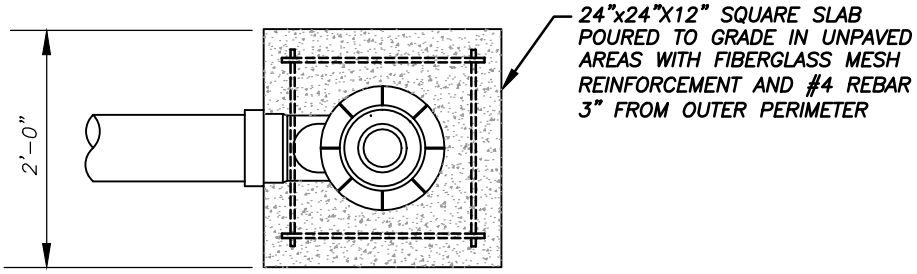
Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

Gas: Approved. Natural gas should be used on this project. Main is located on the east side of N 18th and would cost nothing for gas service provided its use is for a water heater and one other appliance.

FPUAnet Fiber: Approved.



SECTION



PLAN

RESIDENTIAL CLEANOUT DETAIL

(N.T.S.)

FORT PIERCE UTILITIES AUTHORITY	TERMINAL CLEANOUT DETAIL RESIDENTIAL		S-4A
10-06 / DATE:	REVISION:	RBE / BY: / APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # SEWER DETAIL 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: N.T.S.		
APPROVED: JLC	DATE: 2010	SHEET 1 OF 3	

Minor Site Plan (Innovative Development) Duplex - 209 N. 18th Street PZSITE2025-00011

JA

Jesse Almand<jalmand@slcfd.org>

Reply | Reply all | Forward

To: Kerry Driver; **Planning Department**

Mon 3/10/2025 2:32 PM

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

SLCFD has no comments for this review.

Respectfully,

Jesse Almand 736
Lieutenant, Development/Site Planning Review
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Tracy Telle, Engineering Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Minor Site Plan – Project#: PZSITE2025-00011** **209 N. 18th Street**
BOARD DATE:	March 13, 2025

Resubmittal of Minor Site Plan at 209 N. 18th Street
Resubmittal date: April 2, 2025

The above referenced project is being resubmitted for review and comments. The applicant is requesting a minor site plan at 209 N. 18th Street.

Please send all comments to kdriver@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you,

Kerry

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Senior Planner

From : Tracy Telle, Engineering Manager

Re : 209 N. 18th Street - Minor Site Plan
TRC No. PZSITE2025-00011

Date : April 3, 2025

This is to advise you that we have completed the review of the following documents received by this office on April 3, 2025:

- ☐ Development Permit Compliance Review
- ☒ Minor Site Plan Application
- ☐ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☒ Approval
- ☐ Variance Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

PUBLIC HEARING

A CONDITIONAL USE application has been received for this property.

For more information:

(772) 467-3737

FORT PIERCE, FL
THE SUNRISE CITY

PUBLIC HEARING
A CONDITIONAL USE application
has been received for this property
For more information:
(772) 467-3737

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: Planning

RUN ONCE: Sunday, June 1, 2025

Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com

---

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, June 16, 2025, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following:

1. Application for an innovative, Minor Ste Plan, submitted by A-Ok Construction to develop a single-story duplex. The proposed duplex will be developed on 0.31 acres of land located at 209 N. 18th Street, more specifically located at Parcel Control Number: 2409-606-0041-000-0.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk’s Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 06/01/2025

Juan C Macedo and Ramona Ve
1513 NE 27th CT
Pompano Beach, FL 33064-6973

Barak H Tataryn
34 Streamside DR
Smithville, ON L0R 2A0

Llatsmin Alvarado
310 N 17th St
Fort Pierce, FL 34950-3804

ESM & Associates LLC
5440 Tree Top TRL
Fort Pierce, FL 34951-3502

Sharonnie Ervin
1721 SW Southworth TER
Port St Lucie, FL 34953-1033

Melbourne Jocelyn
208 North 17th St
Fort Pierce, FL 34950-3851

Maria Angela Vega
210 N 17th St
Fort Pierce, FL 34950-3851

Lormira Finhomme and Jhon L Ju
1615 Avenue B
Fort Pierce, FL 34950

City of Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950-4205

Willie C Smith Jr and L C Smith
1826 Orange AVE
Fort Pierce, FL 34950-3871

October Investment Realty LLC
7580 NW 5th ST
Plantation, FL 33318-8548

Nivia Kirton
506 Rhodes LN
W Hempstead, NY 11552-4022

Bonnie Waters
108 N 19th ST
Fort Pierce, FL 34950-3812

Gustavo Adolfo Cepeda Saavedra
121 NE 34th ST, Unit 1815
Miami, FL 33137-3875

Cassandra Hicks
5810 Spanish River RD
Fort Pierce, FL 34951-2893

Erika Garcia and Ramon Hernand
210 N 19th St
Fort Pierce, FL 34950-3892

Independent Haitian Assembly of
1914 Orange AVE
Fort Pierce, FL 34950-3873

MAJC INVESTMENTS & HOMES
318 Gale PL
West Palm Beach, FL 33409-3722

MAJC INVESTMENTS & HOMES
318 Gale PL
West Palm Beach, FL 33409-3722

Aniceto Martinez and Rosalinda
207 N 19th St
Fort Pierce, FL 34950-3811

Jimmy L Plain and Mary S Briggs
302 N 19th ST
Fort Pierce, FL 34950-3814

Tonya Scott Henderson
304 N 19th St
Fort Pierce, FL 34950-3814

MC TOMAHAWK LLC
8004 NW 154th ST, Unit # 630
Miami Lakes, FL 33016-5814

Jose L Torres
311 N 18th CT
Fort Pierce, FL 34950-3809

William B Brown
2939 Yates Rd
Fort Pierce, FL 34981-5330

Josnel Eristhene
1938 SW Sylvester LN
Port Saint Lucie, FL 34984-4445

Marie M Joseph
301 N 19th ST
Fort Pierce, FL 34950-3813

SPARKS ACQUISITIONS LLC
10130 Northlake BLVD, Unit # 214
West Palm Beach, FL 33412-1101

Givens LLC
9340 81st PL
Vero Beach, FL 32967-4202

Griffey 201 North 17 Street LLC
201 N 17th ST
Fort Pierce, FL 34950-5802

Latoya Tanilus
207 N 17th ST
Fort Pierce, FL 34950-3801

Josefina Leyva Lagunas
211 N 17th ST
Fort Pierce, FL 34950-3801

FLORIDA BETTER GREEN HO
217 N 17th ST
Fort Pierce, FL 34950

National Debt Relief Services Inc
12856 SW 31st CT
Miramar, FL 33027-5334

Barak Tataryn and Darlene Tatar
34 Streamside DR
Smithville, ON L0R 2A0

Ocean Trust LLC
115 Lakeshore DR, Unit Apt 1047
North Palm Beach, FL 33408-36

SANVARONA LLC
125 NW Madison CT
Port St Lucie, FL 34986-3587

Eusimio A Lopez III
311 N 17th St
Fort Pierce, FL 34950-3803

Ricky D Brown and Linda B Brown
908 N 24th ST
Fort Pierce, FL 34950-6057

Evelyn Michelle Hodge (LF EST)
318 N 18th ST
Fort Pierce, FL 34950-3810

Elsa L Johnson
5109 San Diego AVE
Fort Pierce, FL 34946-1006

Amerione Properties LLC
801 Northpoint PKWY, Unit Ste 1
West Palm Beach, FL 33407-1815

Mehmet Ali Dinc
812 Granby ST, Unit Apt B
Norfolk, VA 23510-2004

Jorge L Morales
1011 Grandview BLVD
Fort Pierce, FL 34982-4323

Teddy 308 North 18th LLC
2325 NW 98th LN
Coral Springs, FL 33065

Valsaint Rental Property LLC
4708 Palmetto DR
Fort Pierce, FL 34982-8514

Gerardo Villegas (TR) and Martha
5504 SW Bellflower CT
Palm City, FL 34990-8843

City of Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950-4205

Nucci Nicola
762 39th ST
Brooklyn, NY 11232-3264

Edmond D Alley
206 N 18th ST
Fort Pierce, FL 34950-3806

Edmond D Alley
206 N 18th ST
Fort Pierce, FL 34950-3806

Jesus Garcia (Est)
Plaza Vazquez de Mella 7 4 - 5
28004 Madrid

Nehmeh Enterprise LLC
3272 SE West Snow RD
Port St Lucie, FL 34984-6527

Thomas J Mullins
350 65th St Apt 22G
Brooklyn, NY 11220-4939

Thomas J Mullins and Minnie Holl
113 N 18th St
Fort Pierce, FL 34950-3889

Santiago Andrade and Yojana M
203 N 18th ST
Fort Pierce, FL 34950-3890

JRG Holdings Inc
423 Delaware Ave
Fort Pierce, FL 34950-8355

Euthenia Five Stars
PO Box 13504
Fort Pierce, FL 34979-3504

A-OK Construction, Inc
PO Box 8184
West Palm Beach, FL 33407-0184

Angelica Loayza
303 N 18th ST, Unit Lot 135
Fort Pierce, FL 34950-3805

Arlene Hall and Michael Hall
136 SW Saratoga AVE
Port St Lucie, FL 34953-5977

Kimberly T Williams-Parker
311 N 18th St
Fort Pierce, FL 34950-3805

West Lynnway Inc
1407 S 27th ST
Fort Pierce, FL 34947-4722

Willie M Scott and Sallie M Scott
315 N 18th St
Fort Pierce, FL 34950-3805

Raymond Flores and Guadalupe
317 N 18th ST
Fort Pierce, FL 34950-3805

Patreca A Beachem
PO Box 692
Fort Pierce, FL 34954-0692

Anthony L Smith
318 N 18th CT
Fort Pierce, FL 34950-3810

Sylvia A Jones (EST)
314 N 18th Ct
Fort Pierce, FL 34950-3810

Andrew Makowski and Joshua M
289 Dulamo RD
St Helena Is, SC 29920-3319

Greenvipes Inc
3450 58th AVE
Vero Beach, FL 32966-1856

Sergey Semenyuk and Irina Seme
15173 County Road 343
Tyler, TX 75708-2108

Helmut P Schall
6008 Birch Dr
Fort Pierce, FL 34982-7544

Wilhelmina Cooper
3108 Hibiscus Ave
Fort Pierce, FL 34947-7264

208 North 18th Court LLC
PO Box 1806
Fort Pierce, FL 34954-1806

Gloria Briggs and Mary E Briggs
206 N 18th CT
Fort Pierce, FL 34950-3875

Mary E Briggs
110 N 18th Ct
Fort Pierce, FL 34950-3808

Betty A Smith
6100 Silver Oak Dr
Fort Pierce, FL 34982-3263

Peter Rock Apostolic Church Inc
735 18th AVE
Vero Beach, FL 32962-1426

Peter Rock Apostolic Church Inc
735 18th AVE
Vero Beach, FL 32962-1426

Iglesia Evangelica Cristiana Espiri
1810 Orange Ave
Fort Pierce, FL 34950-3878

1802 Orange LLC
1017 Colonial RD
Fort Pierce, FL 34950-5065

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

May 19, 2025

Dear Property Owner:

The property owner of **A-Ok Construction** is requesting approval of an **innovative development minor site plan,** to develop a single-story duplex. The proposed duplex will be located at 209 N. 18th Street, Parcel ID 2409-606-0041-000-0.

Legal description: AMY ANNA PARK BLK 2 LOTS 9 AND 10

The property has a zoning classification of Single-family Moderate Density Residential (R-3) and a future land use designation of Low Density Residential (RL).

A public hearing is scheduled before the **City Commission** of the City of Fort Pierce, Florida, at their meeting on **Monday, June 16, 2025**, which begins at **5:05 p.m**., in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida. You are provided with the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Minor Site Plan: Innovative Community Development** application. If you have any inquiries, or would like to review the complete application, please dial (772) 467-3739 or email kdriver@cityoffortpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Sincerely,

Kerry C. Driver

Senior Planner

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, May 12, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present:	Nichelle Clemons; Alexander Edwards; Christopher Widing; Clayton Johnson; Anton Kreisl, Chair
Absent:	Ryan Collins; Justine Carter
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Senior Planner Alicia Rosenthal, Planning and Development Organizer
Attendees:	Nicole Fogarty, St. Lucie County School Board Ex Officio Member

4. CONSIDERATION OF ABSENCES

Ms. Carter and Mr Collins were excused.

5. APPROVAL OF MINUTES

a. Minutes from the April 14, 2025 meeting

Motion was made by Alexander Edwards, and seconded by Nichelle Clemons to approve the minutes from the April 14, 2025 meeting.

AYE: Alexander Edwards, Christopher Widing, Clayton Johnson, Nichelle Clemons, Chair Anton Kreisl

Passed

6. NEW BUSINESS

a. Master Plan Development - Sunset Gardens - 4945 Edwards Road Parcel ID(s) 2430-244-0001-000-4 and 2430-243-0001-000-1

Mr. Freeman gave an overview of the application. The application proposes 20 townhouse buildings that allow for a mix of 4 to 8 townhouse units per building on approximately 17.58 acres. The density proposed is 6.37 dwelling units per acre. Proposed amenities include a lake vistas, preservation of on-site wetlands, recreational facilities, private patios, and a sidewalk network that interconnects the community. The zoning is PD and the Future Land Use is Low Density Residential. Staff recommends approval with 14 conditions. Mr. Freeman answered questions from the Board about when the density, building and lot coverage will be finalized. Mr. Freeman noted that an ordinance and development agreement is needed for Final Planned Development approval.

Leslie Olson, applicant representative from the District Planning Group, gave a PowerPoint presentation to the Board. She said the location of Sunset Gardens is close to I-95 and the turnpike on ramps and close to the industrial job corridor. Ms. Olson said there are not a lot of townhouse options in Fort Pierce. She noted the development will not touch any of the flood plain areas; it will be retained and protected as environmentally sensitive land. Ms. Olson said the site is organized around a centralized lake with a fountain and recreation center. She said a living wall buffer would be planted between the townhomes and the neighbors to the east and west. Ms. Olson noted there will be an observation platform to view the wetlands, along with a small community park, a pool, cabana and a large unprogrammed community green open space for residents. Ms. Olson answered questions from the Board on the wetland, buffers, traffic and townhouse management.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward the Sunset Gardens Master Planned Development to the City Commission with a recommendation of approval, subject to the following 14 conditions:

Conditions:

1. A Final PD shall be required prior to any development activities associated with the Master Site Plan.
2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.
3. The Final PD site plan submittal shall include a wetland jurisdictional survey.
4. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.
6. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
7. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
8. The Final PD site plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.
9. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development

and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

10. The Final PD site plan shall contain the following information, at minimum:
    - A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
    - Proposed lot lines and other divisions of land for management, use or allocation purposes.
    - The location, size and height of present and proposed buildings and structures.
    - The existing and proposed vehicular circulation system, including off-street parking, and loading areas
    - The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
    - The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
11. Any required sidewalk or roadway improvements shall be identified through the Final PD site plan process.
12. The property shall be platted prior to any vertical construction activities.
13. All other applicable state or federal permits be obtained before commencement of the development.
14. The Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Fort Pierce for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

AYE: Christopher Widing, Clayton Johnson, Nichelle Clemons, Alexander Edwards, Chair Anton Kreisl

Passed

b. **Final Planned Development - Sunrise Lakes -3804 Sunrise Boulevard**

Mr. Freeman gave an overview of the application. The application is proposing a rezoning to a Final Planned Development (PD) of fifty (50) single-family residences on 11.54 acres (3.5 units per acre). The property is zoned R-3 with a future land use of RM. The site was recently annexed into the City of Ft. Pierce. The site is bordered by single-family RS-3 zoning on the south and west. To the north is a cemetery and to the east is a Florida Department of Transportation (FDOT) building, both with industrial zoning. Mr. Freeman stated FDOT provided a comment that a masonry wall be included on the boundary line due to the noise being created. Staff recommended approval with 12 conditions. Mr. Feeman noted that any amendments to the PD would require an amendment that would need to go to the Planning Board and City Commission for approval. He also said the wall will need to be shown on the site plan before the Final Planned Development can go to the City Commission. Mr. Freeman said the applicant has had discussions with the School Board of St. Lucie County regarding the bus stop location.

Mr. Freeman answered questions from the Board on open space percentage, zoning height limit, the bus stop location, and sidewalks. Mr. Freeman stated the applicant is able to reduce some of the parameters when creating the PD, but the height and density cannot be increased.

Ms. Fogarty stated there is currently a bus stop at Bell Avenue and there would be another bus stop at Sunrise Lakes. A sidewalk, bike rack and school bus waiting area have been

requested in communication with the applicant.

Blaine Bergstresser, applicant representative, KMA Engineering and Surveying, stated the development is similar to Oleander Oaks in lot size, houses, architecture and layout. He said the development is a for-sale community, not rentals. Mr. Bergstresser said there would be a small park with enhanced landscaping and a pocket park near the entrance. He also mentioned a bio swale in the middle of the community, which will filter into the dry retention ponds. Mr. Bergstresser said the proposed wall would be a minimum of 6 feet, either precast or concrete masonry. He noted they have coordinated with St. Lucie County on the traffic report and the 10-foot right-of-way was approved, which will give Sunrise Lakes established drainage and a sidewalk on the western side of the project. Mr. Bergstresser said since the community is not gated, the school bus can come onto the property and loop around to pick up the school kids before exiting the property. He mentioned they are halfway through the permitting with South Florida Water Management on water drainage, and they are coordinating with FPUA on capacity.

The Board expressed concerns about the school bus going around the entire loop of the development or stopping on Sunrise Boulevard, with the amount of traffic during early morning and late afternoon.

Ms. Fogarty stated it adds time to pickup and drop off if the bus has to go around the full loop of the development. She stated there was not enough room at the entrance for the bus to turn in and the bus would have to stop on Sunrise Boulevard. Chair Kreisl asked Ms. Fogarty if she could speak to St. Lucie County to use the right-of-way buffer to allow sufficient space for the bus to pull off the roadway. Ms. Fogarty stated she would provide direction to the transportation department that it is strongly encouraged to move the bus stop into the development. Ms. Fogarty encouraged drivers to follow the law and stop when a bus has its flashers and stop signs showing. She noted there are cameras on the buses and tag numbers are taken when someone drives around a bus. She highlighted the ultimate goal is picking up kids safely and providing the education they deserve.

Mr. Bergstresser stated he is in communication with the county, and he will work with staff and the school district for a bus stop location before submitting a permit application.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward the Sunrise Lakes Final Planned Development to the City Commission with a recommendation of approval, subject to the following 12 conditions:

Conditions:

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building.
2. A plat of the property shall be required prior to application for a building permit for a residential building.
3. The minimum Open Space shall be maintained at a minimum of 23% of the Final PD site area.
4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
6. The Final PD Plan shall be governed by all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This shall

include the binding of successors in title to any commitments concerning completion of the project and its maintenance and operation.

7. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
8. A landscape maintenance agreement shall be required prior to final certificate of occupation.
9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.
10. All applicable state or federal permits shall be obtained before commencement of the development.
11. Add a 6-foot minimum solid concrete wall on the border between the development and Florida Department of Transportation.
12. The Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Fort Pierce for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

AYE: Clayton Johnson, Nichelle Clemons, Alexander Edwards, Christopher Widing, Chair Anton Kreisl

Passed

c. **Conditional Use with No New Construction - Atlantic Coast Recycling**
3301 Avenue D

Mr. Freeman gave an overview of the application. Atlantic Coast recycling is proposing to make a modification to the existing Conditional Use approval granted to the site. Atlantic Coast property owners have been advised that they need to complete a new local Conditional Use review (CU without improvements). The use of the property remains the same as it has been for the last 20 years or so. There are no changes in use on the property that would otherwise require reconsideration of the previously recognized property status. The site is approximately 4.22 acres. The zoning is Planned Development and the Future Land Use is Low Density Residential. Staff recommends approval.

Mr. Freeman answered questions from the Board on the reason for the Conditional Use, code enforcement issues, and landscaping. He said the landscaping exceeds what is required for an industrial property, but the Board could recommend additional landscaping be added. Ms. Clemons noted the longtime eyesore of the business in a mostly residential area.

Motion was made by Nichelle Clemons, and seconded by Christopher Widing to forward a recommendation of approval to the City Commission for the Conditional Use for Atlantic Recycling located at 3301 Avenue D with the following condition:

1. Add landscaping to the frontage and left side of the fence.

AYE: Nichelle Clemons, Alexander Edwards, Christopher Widing, Clayton Johnson, Chair Anton Kreisl

Passed

d. **Minor Site Plan and Innovative Residential Development - Duplex**
209 N. 18th Street

Mr. Gilmore gave an overview of the application and answered questions from the Board. He stated the applicant is proposing to develop a single-story duplex with enhanced landscaping, architectural designs and an outdoor common area for its residents. The site location is approximately 0.31 acres and the Future Land Use is Low Density Residential, RL, and the zoning is Single-Family Moderate Density, R-3. Each unit will have four bedrooms and 3 bathrooms with a front and rear porch.

Mr. Freeman stated the initiative from the Innovative Community Development for this application was to enable redevelopment of property that would not normally allow a duplex. The Innovative Community Development allows flexibility in setbacks, landscaping, stormwater and also allows accessory dwelling units. The density is maintained with the future land use.

Andre Baxam, applicant from A-Ok Construction, stated this is his second development in Fort Pierce, and he wants to continue to develop in Fort Pierce utilizing the Innovative Community Development.

Motion was made by Nichelle Clemons, and seconded by Clayton Johnson to forward a recommendation of approval of the minor site plan with the following condition:
1. Prior to issuance of a final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a.All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
        ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

AYE: Nichelle Clemons, Alexander Edwards, Christopher Widing, Clayton Johnson, Chair Anton Kreisl

Passed

e. **Site Plan - Woodspring Suites Hotel - 2480 S. Jenkins Road**

Mr. Gilmore gave an overview of the application. He stated the request was to construct a four-story, one-hundred and twenty-two (122) room hotel, grossing approximately 48,100 square feet with associated site improvements. The site is approximately 3.39 acres and the Future Land Use is General Commercial (GC) and the Zoning is General Commercial (C-3). Mr. Gilmore said the subject property was approved to be subdivided and create the adjacent property to the south as an outparcel. The outparcel was created for the potential use of an additional hotel to be constructed. He noted Woodspring Suites is an extended-stay hotel chain, focusing on offering affordable, comfortable, practical accommodation for guests staying for longer periods (weeks, months, or longer). Mr. Gilmore said the design intent for the project was to provide an attractive site design with aesthetically pleasing and modern architecture. The overall plant palette provides a combination of both native and non-native plantings which will provide color and texture variations to further enhance the visual appeal

of the site. The proposed landscape plan further makes use of the existing native Oak trees and Sabal Palms on site. He stated access to the site will be facilitated off South Jenkins Road.

Mr. Gilmore answered questions from the Board about what is being built on the outparcel, fencing material, height of the hotel, and sidewalk improvements.

Nelson Mojarena, Civil Engineer, from Woolpert, stated he will be coordinating the architectural details on the screening material to be used; either masonry or wood fencing.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval of the requested site plan with the following seven (7) conditions:

1. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
2. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
4. Install a landscaped area around the proposed monument sign base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges, or similar vegetative materials.
5. Update the dumpster enclosure to the current standards by the Solid Waste department which includes a pedestrian entrance.
6. Install an 8-foot concrete, wood, or vinyl fence to buffer from the residential uses to the north and east.
7. Install a streetscape improvement such as tables or benches around or near the stormwater pond area or an outdoor recreation area.

AYE: Alexander Edwards, Christopher Widing, Clayton Johnson, Nichelle Clemons, Chair Anton Kreisl

Passed

f. **Preliminary Plat - Kings Highway Commerce Park - 2300 S. Kings Highway**

Mr. Freeman gave an overview of the application and answered questions from the Board. The request is to subdivide the 107.41-acre Kings Highway Commerce Park into 3 lots. The site is zoned Commercial Parkway with a Commercial General/Mixed Use Development Future Land Use. He stated Parcel-I is 26.82 acres. Parcel-II is 21.18 acres. Parcel-III is the same as previously approved as Kings Highway Commerce Park. Mr. Freeman stated the Engineering department will do a more final review of the final plat. Once all the issues are resolved, the final plat will go to the City Commission.

Jeff Iravani, applicant, representing Scannell Properties, stated that on the southeast corner is General RV, and they are in the site plan process. He said the White Road and Peters Road right-of-way acquisition with the county should get approved by the end of the month.

Motion was made by Christopher Widing, and seconded by Nichelle Clemons forward the Kings Highway Commerce Park (KHCP) Preliminary Plat to the City Commission with a recommendation of approval subject to the following two (2) conditions:

1. The applicant shall coordinate with St. Lucie County's ROW acquisition team on the proposed dedications to the County prior to approval of the Preliminary Plat.
2. The applicant shall address all the City of Fort Pierce Engineering Comments prior to approval of the Preliminary Plat.

AYE: Alexander Edwards, Christopher Widing, Clayton Johnson, Nichelle Clemons, Chair Anton Kreisl

Passed

7. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

8. **DIRECTOR'S REPORT**

Mr. Freeman gave an overview of the Causeway Cove Live Local Act application. He stated there are requirements and obligations that need to be met and there are things the city can and can't do. The city cannot hold public hearings on the Live Local Act application; informational presentations can be given. Mr. Freeman said the zoning district is multifamily R5 and the application must meet the comprehensive plan. He stated there are 1,063 units and 40% has to be affordable. Mr. Freeman noted there are a number of outstanding things the project needs to meet.

Chair Kreisl asked how AMI is tallied and monitored. Mr. Freeman said the AMI is based on the metropolitan service area, which would be St. Lucie County. He said the numbers are higher because Port St. Lucie is included. After approval, the applicant will have to provide a mechanism to monitor that for the next 30 years affordable housing is provided. Mr. Freeman said there are state agencies in place that can do the monitoring. The mechanism chosen will need to be done sufficiently and legally. Mr. Freeman stated the number would need to be met each year and the number is based on inflation and earnings potential.

Chair Kreisl said density and height restrictions were a big miss in drafting the regulations. Chair Kreisl said the Technical Review Committee meeting is extremely important in reviewing the density impacts and traffic and making sure nothing is missed. Mr. Freeman said everything needs to be in the correct order and signed off by all entities that need to sign off. Mr. Johnson said the traffic is not going to work.

Mr. Freeman said the state housing initiative has the criteria for the breakdown or rent per bedroom. He said an example of the 2025 rent limits for the St. Lucie County metropolitan area on a 2-bedroom unit with 3 people residing there would be $2,559 per month.

Chair Kreisl said he has concerns about the location and density. Mr. Freeman said he would provide monthly updates to the Technical Review Committee comments. Staff will be reviewing the application to the city's code.

Mr. Johnson asked if the downtown code had been looked at to curtail or forecast what could be coming. Mr. Freeman explained that the legislation for the code was in play at the time of the Live Local Act. If the code is amended, the state says it's too late, the city has to go back to whatever was in place in 2023. It was designed to avoid proactive adjustments to the code to negate certain type of development. He noted the reason the code came forward is that

certain types of development are not permitted in appropriate locations. Mr. Freeman said real planning should encourage planning in the downtown and not on the outskirts of the city.

Mr. Kreisl said he fears the fundamental breakdown and putting an undue burden on the city.

9. BOARD COMMENTS

Ms. Clemons asked about the timeline for the waste water treatment plant being decommissioned.

Mr. Widing said he is not sure the state met the intent of affordable housing.

Chair Kreisl said he is very interested in any other Live Local Act developments that have been brought forward in the state since 2023.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Richard Chess, MBA, City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Minor Site Plan:** **Innovative Duplex** **209 N. 18th Street**
BOARD DATE:	June 16, 2025

STAFF REPORT

Owner:	A-Ok Construction 909 30th Street West Palm Beach, FL 33407
Applicant:	Andre Baxam 909 30th Street West Palm Beach, FL 33407
Applicant's Request:	Approval of Minor Site Plan: Innovative
Location(s):	209 N. 18th Street
Parcel ID:	2409-606-0041-000-0
Future Land Use:	RL, Low Density Residential
Current Zoning:	R-3, Singe-family Moderate

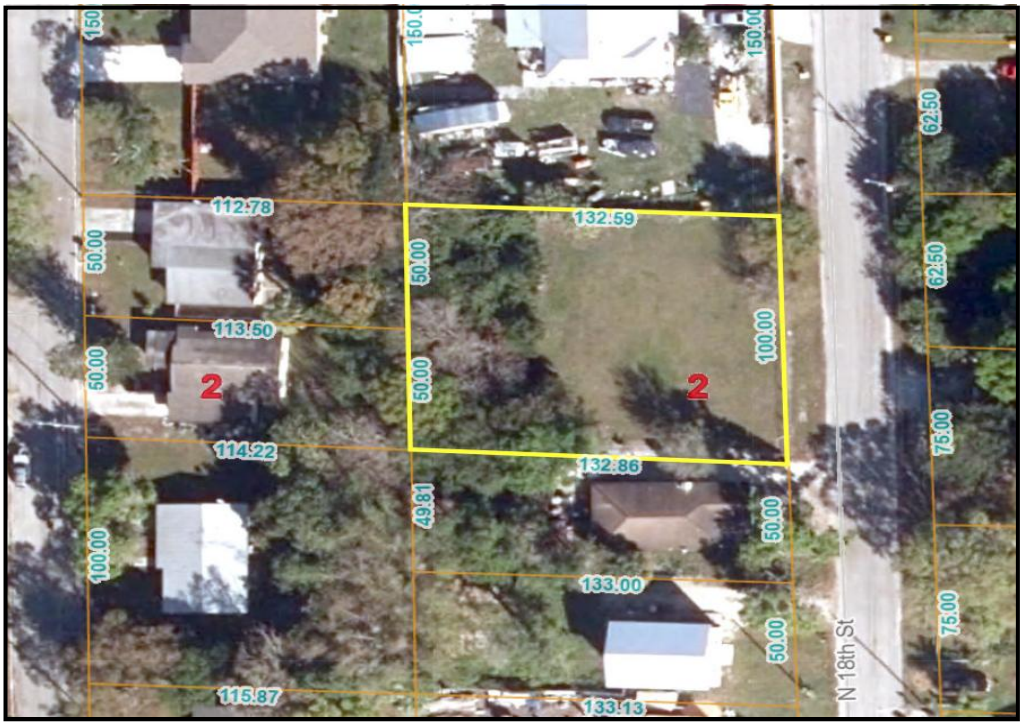
Surrounding FLU:

North	East	South	West
RL	RM	RL	RL

Surrounding Zoning:

North	East	South	West
R-3	R-4	R-3	R-3

Site Location:



Utilities: FPUA

Staff Analysis:

Request

In accordance with Article V Sections 125-243 of the City Code, the applicant is requesting the review and approval of an Innovative Community Development for 30-unit apartment villas. The request is to develop a duplex.

Future Land Use & Zoning

The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density

residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

The subject site has a zoning district classification of the Single-family Moderate density zone (R-3). The major purpose of this zoning district is to provide residential areas with an average net density in conventional developments of approximately six units per acre. Innovative residential developments, however, may have higher net densities not exceeding eight units per acre. Duplexes and certain non-residential uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. This classification can be effectively applied to areas serving as a transition between lower density single-family zones and residential districts with medium or high densities. Public water and sewer services should be available.

Innovative Community Development (IDC)

According to Article V, Sec. 125-243, the purpose of an IDC are primarily creative and imaginative housing, mixed-use and community-oriented development. Innovation is achieved by using material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, economic sustainability and by employing methods to achieve distinctiveness and excellence in sitting, design, pedestrian accessibility, and landscaping. Reductions in required on-site parking, adoption of reduced and zero setbacks, expedited planning review and reductions in various building sitting requirements are used to encourage these developments.

Design Review

The proposed architectural design will aid in improving the community's aesthetic and properties values. Each unit is designed to complement the South Florida design style with roof elevations, bright building colors and solar windows for natural lighting. The residence will have a common back yard area that is suited for residential gatherings and grilling.

Parking

Per City Code Section 125-315, each unit will provide parking for two (2) parking vehicles.

Landscaping

Through straight zoning and according to city code section 123-36, single-family and duplex developments require four (4) trees. The innovative design code requires developers to plant more than the required. The developer will be providing a total of nine (9) trees, which is to include one (1) existing Oak tree.

Traffic Impact Statement
No traffic impact statement submitted or required for this application.

Lighting
To ensure safety and proper illumination, the developer proposes to place building lighting every 4 ft. around the entire duplex in the fascia area. Solar lighting in the front of the property and alongside of the driveway.

Technical Review Committee
All affected departments have reviewed the proposed Minor Site Plan: Innovative application with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

Property Owner Response Summary
A total of 78 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of June 3,2025, staff have yet to receive a response by adjacent property owners regarding the request. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation
The Planning Board, at their May 12,2025 meeting, voted 5-0 to recommend approval of the request with the one (1) condition:

1. Prior to the issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standard established in this article
        ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat and orderly appearance

Staff Recommendation*:*
The proposed application meets the minimum standards of the City's Code Section 125-243. Therefore, Staff recommends that the City Commission **APPROVE** the subject Minor Site Plan: Innovative Development subject to the one noted condition.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Minor Site Plan: Innovative – 209 N. 18th Street

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: June 1, 2025

NOTICE BY MAIL: May 19, 2025

NOTICE BY SIGNS: May 5, 2025

VERIFIED BY: Kerry C. Driver **TITLE:** Senior Planner

SIGNATURE: **DATE:** May 21, 2025

SITE PLAN

PREPARED FOR

A-OK CONSTRUCTION, INC.

GRAPHIC SCALE
20 0 20 40
(IN FEET)
Intended display scale:
1 inch = 20 feet

N

LEGEND

X 20.0	EXISITNG ELEVATION
C&T	CULPEPPER & TERPENING, INC.
CONC.	CONCRETE
EL.	ELEVATION
FFE	FINISH FLOOR ELEVATION
FND	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
IR&C	IRON ROD & CAP
LB	LICENSED SURVEYING BUSINESS
(M)	FIELD MEASUREMENT
ORB	OFFICIAL RECORD BOOK
(P)	PLAT MEASUREMENT
PG	PAGE

LEGAL DESCRIPTION

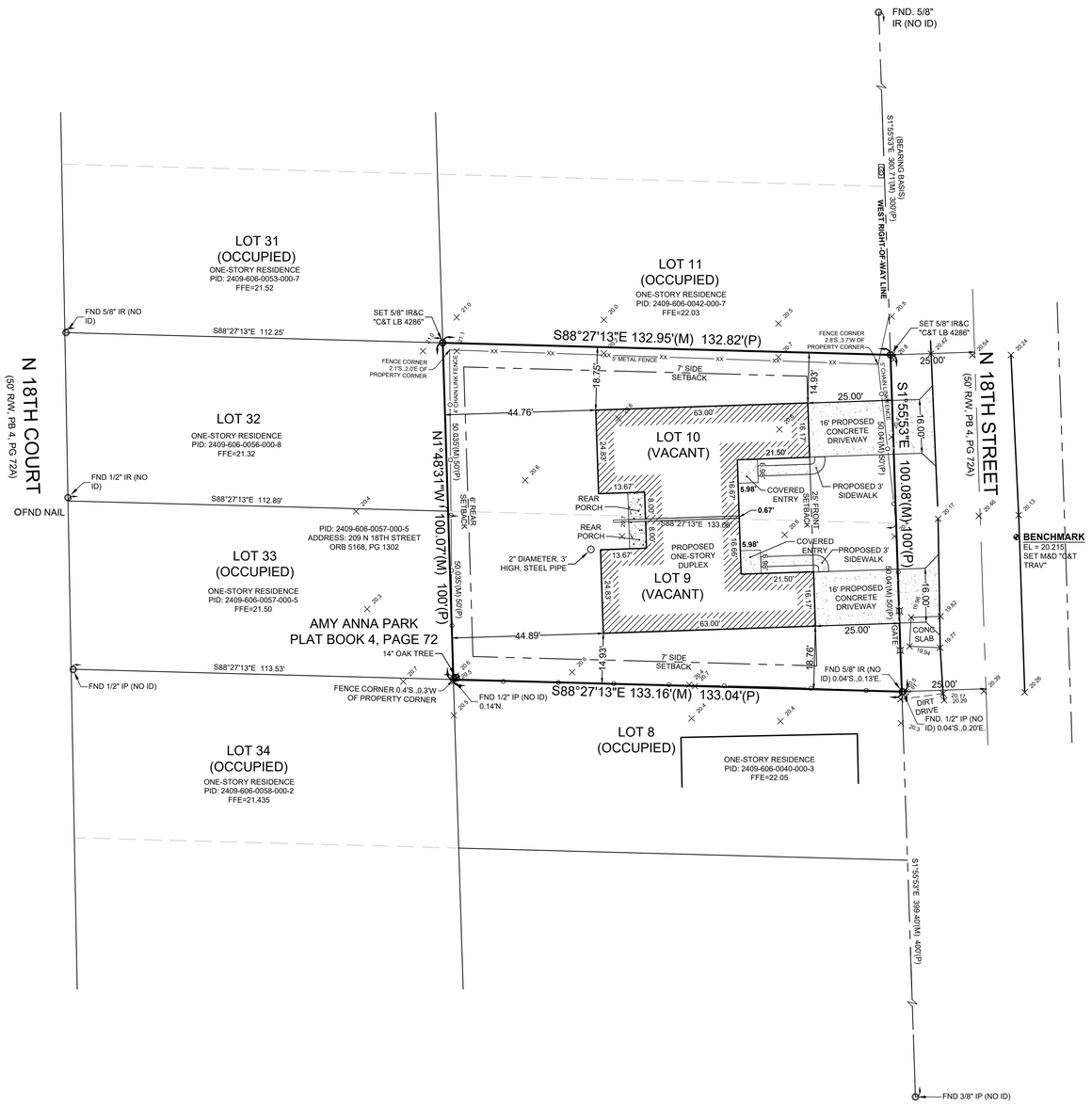
LOTS 9 AND 10, BLOCK 2, AMY ANNA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 72, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SITE ADDRESS

209 N 18TH STREET, Fort Pierce, FL 34983

SURVEYORS NOTES

1. THE LAST DATE OF DATA ACQUISITION WAS 7/9/2024.
2. THE PURPOSE OF THIS PLAN IS IN SUPPORT OF A RESIDENTIAL BUILDING PERMIT ONLY.
3. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
4. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011). THE BASIS OF BEARING FOR THIS SURVEY IS THE WEST RIGHT-OF-WAY LINE OF NORTH 18TH STREET, AS SHOWN, HAVING A BEARING OF NORTH 01°55'53" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
7. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY NATIONAL GEODETIC SURVEY BENCHMARK M-350, HAVING A PUBLISHED ELEVATION OF 17.51'.
8. THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), AS ESTABLISHED USING FLORIDA DEPARTMENT OF TRANSPORTATION FPRN.
9. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
10. OVERALL PARCEL CONTAINS 100± ACRES, MORE OR LESS.
11. FOUNDATIONS AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
12. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
13. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
14. THE DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY WAS PROVIDED BY THE CLIENT OR THE CLIENTS REPRESENTATIVE.
15. THIS SURVEY DELINEATES THE BOUNDARY LOCATION ACCORDING TO THE LEGAL DESCRIPTION, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
16. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS AND TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR AN EXPECTED HORIZONTAL AND VERTICAL ACCURACY OF 0.10'.
17. NO JURISDICTIONAL OR WETLANDS WERE DETERMINED OR LOCATED AS PART OF THIS SURVEY.
18. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN AREAS HAVING FLOOD ZONE DESIGNATIONS OF "X" AS SHOWN ON FLOOD RATE MAP NUMBER 12111C0179 K, MAP REVISED 2/19/2020, ST. LUCIE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
19. SUBMITTAL TO A JURISDICTIONAL AGENCY MAY REQUIRE ADDITIONAL FIELD AND/OR OFFICE WORK.
20. THERE ARE NO GAPS, GORES OR HIATUSES.



P:\Proj-2024\24-088 209 N 18th St - Survey Bid Pkg\Survey\24-088 Site Plan.dwg Plotted: 7/22/2024 11:16 AM By: JOHN YANCY

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
SEE PLOT STAMP AT LEFT	

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.

	BY	DATE
FIELD	SG	7/9/2024
CALCS.	JDJ	7/11/2024
DRAWN	JHY	7/15/2024
DETAILED		
CHECKED	JDJ	7/16/2024
APPROVED	TPK	7/16/2024

SITE PLAN

PREPARED FOR

A-OK CONSTRUCTION, INC.

DATE: 7/16/2024	
HORIZ. SCALE: 1"=20'	
VERT. SCALE: NONE	
JOB No.	24-088
SHEET	1 of 1

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
JUN 10 2025
City Clerk's Office

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

06/01/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/01/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$123.20
Tax Amount:	$0.00
Payment Cost:	$123.20
Order No:	11351217
Customer No:	1126527
PO #:	LSAR0305833

# of Copies:
0

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, June 16, 2025, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following:

1. An application for an innovative, Minor Site Plan, submitted by A-Ok Construction to develop a single-story duplex. The proposed duplex will be developed on 0.31 acres of land located at 209 N. 18th Street, more specifically located at Parcel Control Number: 2409-606-0041-000-0.

2. An Application for a Conditional Use with No New Construction by Atlantic Coast Recycling, located at 3301 Avenue D, more specifically located at Parcel Control Number: 2408-214-0001-000-2.

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
June 1 2025
LSAR0305833

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 06/16/2025

Re: PZCON2024-00003 (3301 AVENUE D) - Atlantic Recyling

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use, with No New Construction by Atlantic Coast Recycling, located at 3301 Avenue D, more specifically located at Parcel Control Number: 2408-214-0001-000-2.

SUMMARY:

Application (PZCON2024-00003)
Atlantic Coast Recycling property owners have been advised that a Conditional Use review (CU without improvements) is required in order to regularize the recycling use. In effect, the existing use of the property remains the same as it has been for the last 20, or so, years.

The property was annexed into the City circa 2007, with a recycling use in place. The issue now being that the annexation did not include wording that the recycling use was to be permitted as a conditional use - which the zoning requires. Thereafter, building permits were issued for the installation of a compactor and a material transfer building that allowed this site to operate as an enhanced transfer station where the public could bring their recyclable metal materials. Atlantic Coast bales up the loose metals and thereafter have the bales transported to a reprocessing center in Central Florida.

RECOMMENDATION:

Staff recommend that the City Commission **APPROVE** the application for Conditional Use with no new construction.

ALTERNATIVES:

Approval with alternative/additional conditions
or
Disapproval

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee.
Planning Board - Recommended Approval

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:
N/A

Attachments

Staff Presentation-Report
Project Narrative
Site Plan for Digital Signature
Survey
Deed
Landscape Plan
Traffic Statement
Site Lighting Plan
TRC Comments
SLC Comments
Response Comments
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/05/2025 04:47 PM

Form Started By: Destiny Software
Started On: 05/30/2025 11:20 AM
Final Approval Date: 06/05/2025

CITY OF FORT PIERCE

CITY COMMISSION

JUNE 2, 2025

ATLANTIC RECYCLING – CONDITIONAL USE
PZCON2024-00003

APPLICATION

PZCON2024-00003

Conditional Use with No New Construction)

APPLICANT

Dennis Murphy

Cotleur & Hearing

On behalf of the Property Owners

ADDRESS

3301 Avenue D

PARCEL ID #:

2408-214-0001-000-2

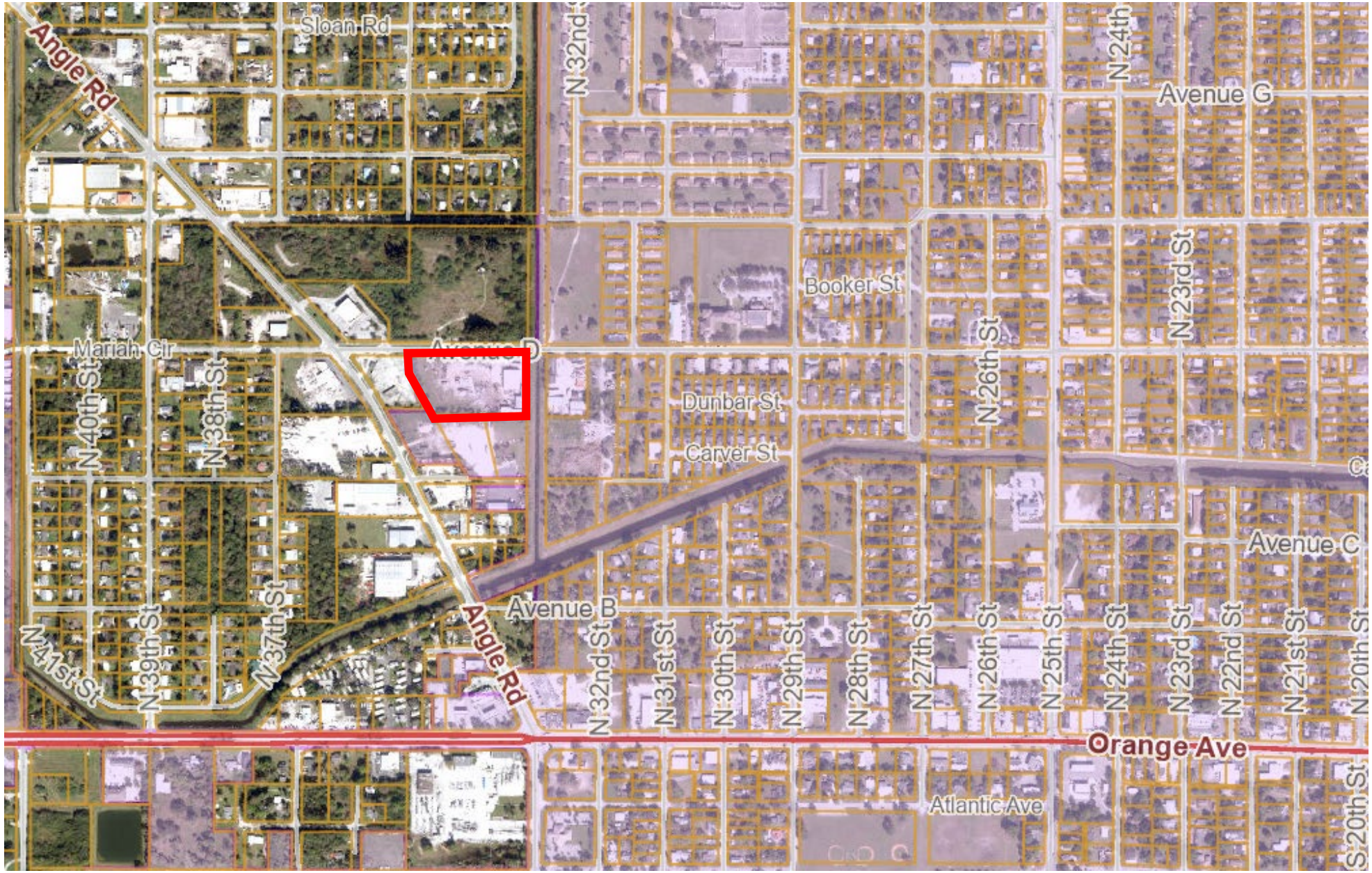
SUMMARY

Atlantic Coast recycling are proposing to make a modification to the existing conditional use approval granted to this site. Atlantic Coast property owners have been advised that they need to complete a new local Conditional Use review (CU without improvements).

The use of the property remains the same as it has been for the last 20, or so, years.

No changes in use on the property that would otherwise require reconsideration of this previously recognized property status.

SITE LOCATION SITE AREA +/- 4.22 Acres



SITE LOCATION

SITE AREA +/- 4.22 Acres

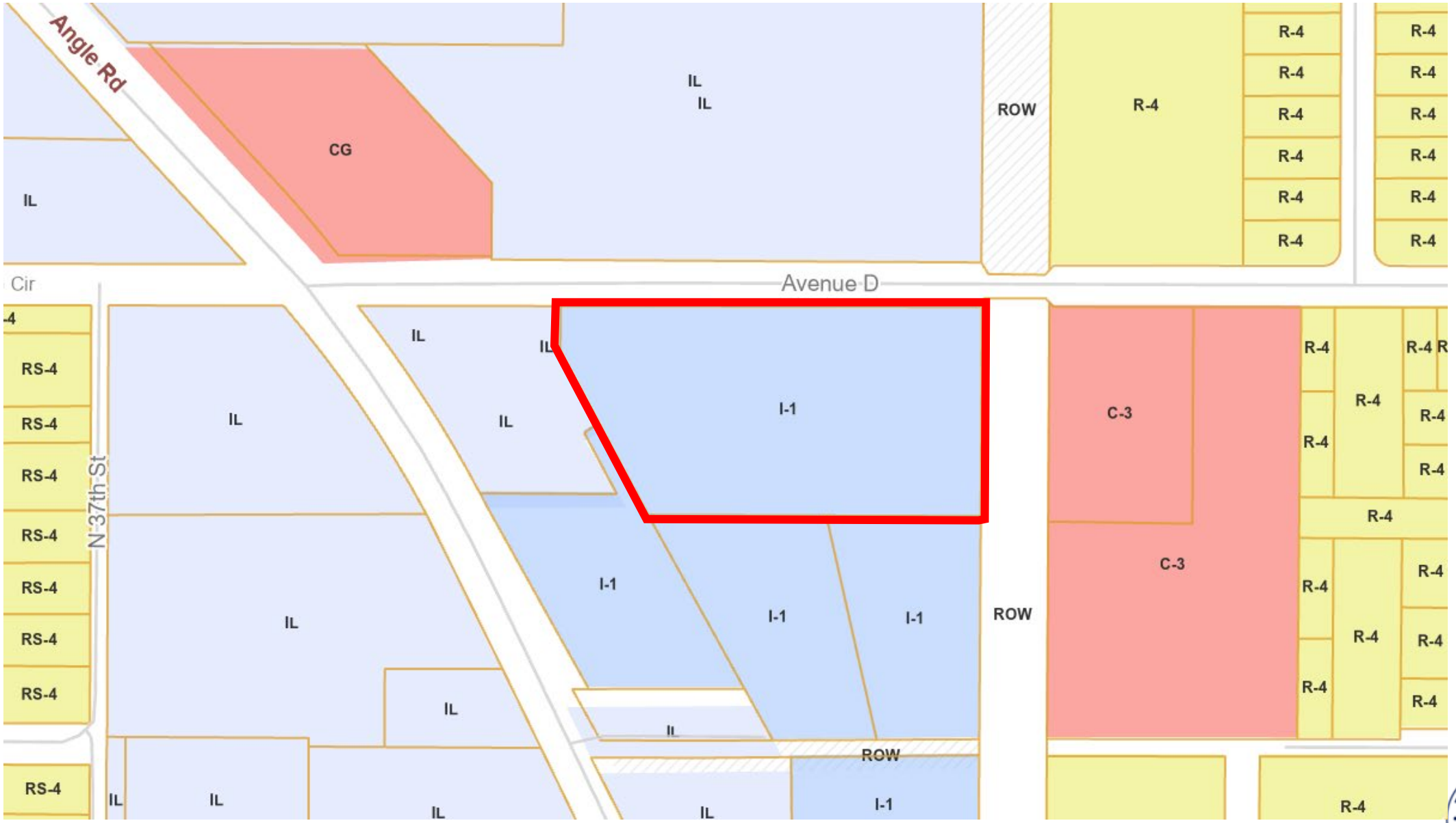
SITE PHOTO

© Google Earth

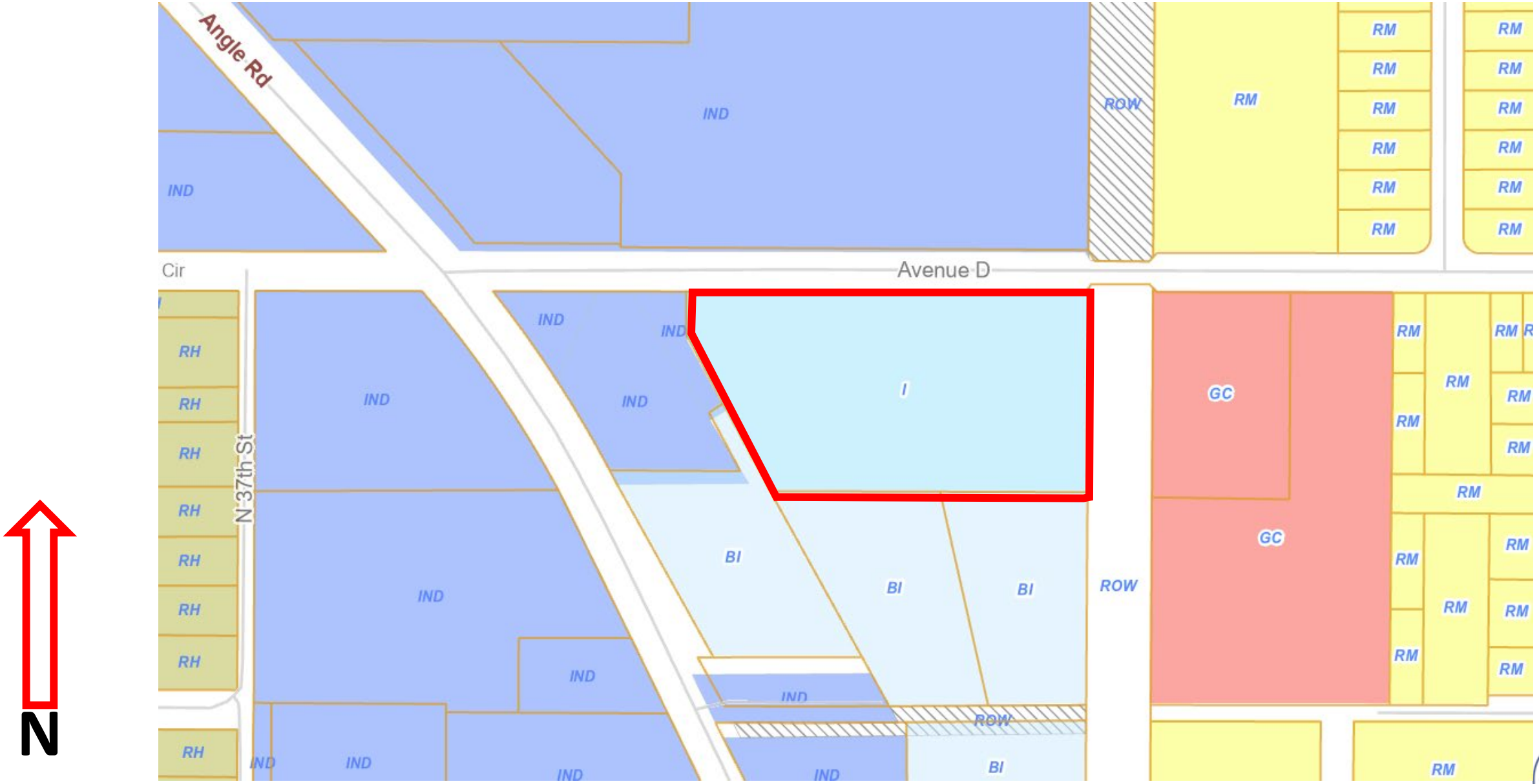
SITE PHOTO – PROPOSED LANDSCAPING INCLUDES ADDITIONAL AT NORTH-EASTERN CORNER OF THE PROPERTY.

© Google Earth

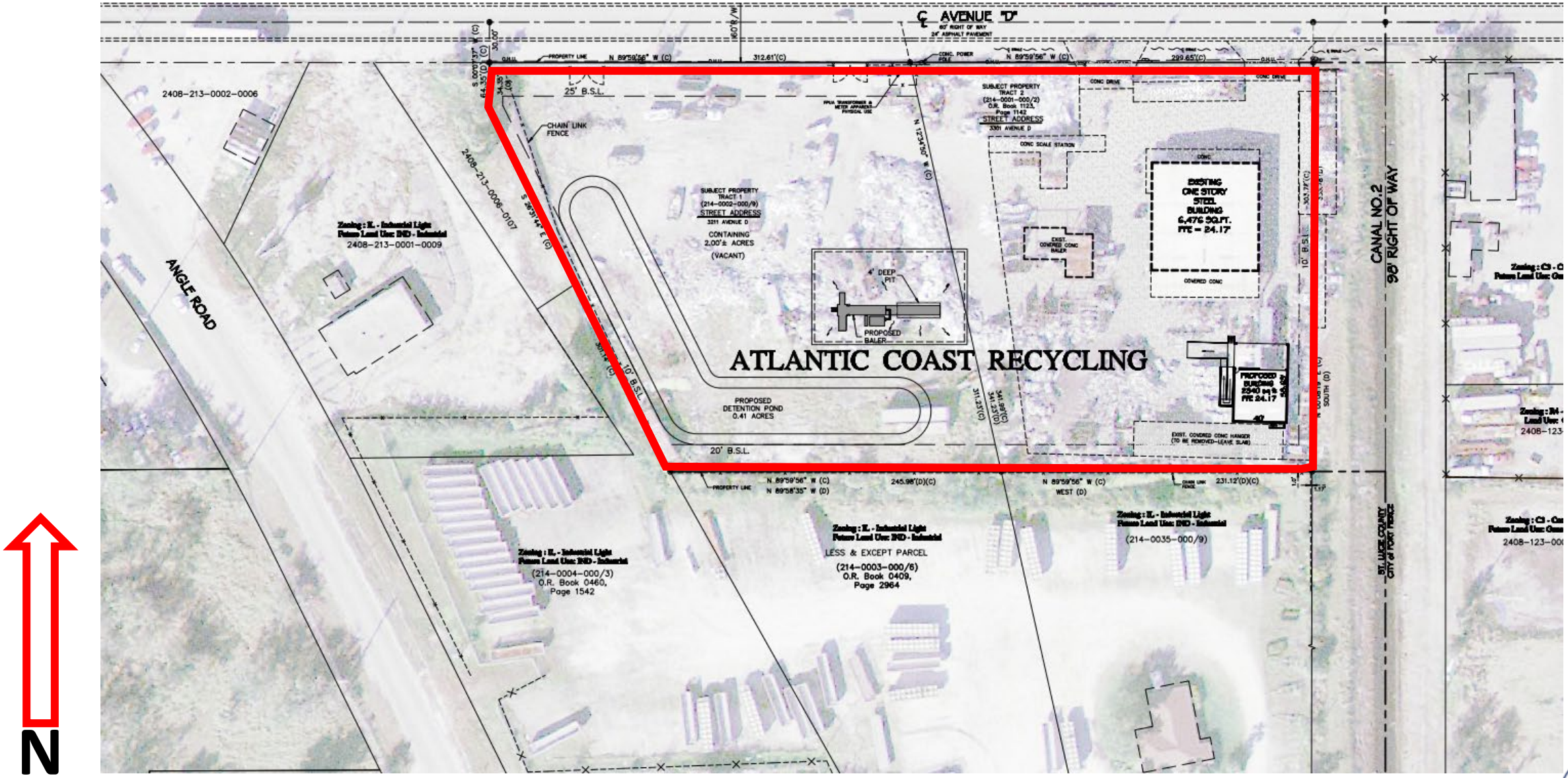
EXISTING ZONING - PD


Angle Rd
CG
IL
IL
IL
ROW
R-4
R-4
R-4
R-4
R-4
R-4
R-4
R-4
R-4
R-4
R-4
R-4
Cir
Avenue D
RS-4
RS-4
RS-4
RS-4
RS-4
RS-4
RS-4
RS-4
N 37th St
IL
IL
IL
IL
IL
IL
IL
IL
IL
IL
IL
I-1
I-1
I-1
I-1
ROW
ROW
I-1
C-3
C-3
R-4
R-4
R-4
R-4
R-4
R-4
R-4
R-4
R-4
R-4
R-4
R-4

EXISTING FLU – LOW DENSITY RESIDENTIAL



ATLANTIC COAST RECYCLING – ORIGINAL SITE PLAN



ATLANTIC COAST RECYCLING – SITE DATA (2024)

	acreage	sq feet	% of site
Buildings (all types)	0.30	12,934	7.8
Roadways/Parking	1.31	57,210	34.3
Other Impervious	0.00	-	-
Total Impervious	1.61	70,144	42.1
Open Space/ Landscape	1.77	77,267	46.4
Lakes/ Retention (dry)	0.44	19,281	11.6
Preserve Area	0.00	-	-
Total Site Area	3.83	166,692	100

Building Height.:

Maximum Building Height.	35'
Existing Building Height	20'

Building Setbacks/Spacing (Min. Industrial):	Required	Provided
Front (as measured from Avenue D)	25 ft	**74.61**
Side	10 ft	**17.31**
Rear (as measured from Southern property boundary)	15 ft	**35.00**

Utility Service:

Water Service (Utility)	FPUA
Sewage Service (Utility)	FPUA
Re-Use Water (Utility)	N/A

Electric Service	FPUA
Telcom Service (backbone)	ATT
Cable Service (primary)	ATT

ATLANTIC COAST RECYCLING – SITE PLAN

N

ATLANTIC COAST RECYCLING – LANDSCAPE PLAN

Plant Schedule:

CODE	QTY	BOTANICAL NAME	COMMON NAME
CODE TREES			
AR-C	14	Acer rubrum	Red Maple
CE-C	23	Conocarpus erectus 'Sericeus'	Silver Buttonwood
LI-C	21	Lagerstroemia indica	Crape Myrtle
QV-C	4	Quercus virginiana	Live Oak
EXISTING TREES			
CYP-E	8	Cypress	Cypress
MISC-E	4	Miscellaneous Tree	Miscellaneous Tree
OAK-E	10	Oak	Oak
PALM-E	1	Palm	Palm
PINE-E	8	Pine	Pine
CODE	**QTY**	**BOTANICAL NAME**	**COMMON NAME**
SHRUBS			
CHR	143	Chrysobalanus icaco `Redtip`	Red Tip Cocoplum
COE	365	Conocarpus erectus	Green Buttonwood
HP	30	Hamelia patens 'Compacta'	Dwarf Firebush

N

RECOMMENDATION

Staff recommend APPROVAL of the application of the Conditional Use with no new construction (Atlantic Coast Recycling).

ALTERNATIVE RECOMMENDATION

Approval with alternative/additional conditions
or
Disapproval

ATLANTIC COAST RECYCLING
CONDITION USE – NO IMPROVEMENTS
GENERAL PROJECT NARRATIVE
JANUARY 2025

The existing Atlantic Coast Recycling's business operation is located at 3001 Avenue D, and was annexed into the City of Ft. Pierce in December 2008. A copy of the City of Ft. Pierce staff report, and supporting information, that was reviewed by the City Commission as part of this 2008 annexation is attached for reference purposes.

Referring to the 2008 staff report, and the minutes of the November 2008 City Planning Board meeting, at the time of annexation the subject property was lawfully being used as a recycling collection center where ferrous and non-ferrous materials were collected, packaged and shipped out to material reprocessing centers. Since at least 2004, the St. Lucie County Business Tax License (which for it to be initially issued required a County zoning compliance verification review) has identified the uses on this property as being "RECYCLING/ MISC/ MFG (RECYCLING)." A copy of the 2009/2010 city of ft pierce business tax license for this operation is also attached (subsequently issued license are in the archival files of the City of Ft. Pierce and are not available (at least that we could find) through online resources.

Following annexation of the property into the City of Ft. Pierce, modifications to the existing site plan for this property were approved by the City Commission in 2010, providing for the construction of a new shipping platform and compacting equipment. Construction of these facilities was completed in 2011.

Following the annexation of the subject property into the City of Ft. Pierce in 2008, subsequent City Business Tax Receipts (BTR's) were issued for this property through 2024, each of which recognized the same use classification and limitation. The first such BTR was issued in 2009/2010. A copy of this BTR is attached to this narrative.

In 2024, the City of Ft Pierce discontinued the collection of Business Tax Receipts, for those business operations located with the city limits. In its place, the City Commission established the requirement for a 'Certificate of Uses' for all businesses located in the City, that was to be renewed on an annual basis, similar to the old BTR process, but that was now cataloged and processed through the City's Enterprise Permitting and Licensing (EPL) computer system. As part of this new compliance review system, the Atlantic Coast property owners have been advised that they need to complete a new local Conditional Use review (CU without improvements), even though our use of the property remains the same as it has been for the last 20, or so, years. We are not proposing any changes in use on the property that would otherwise require reconsideration of this previously recognized property status.

However, and in accord with the City's direction on this matter, we have submitted this Petition for Conditional Use (No Improvements) Review for the existing Atlantic Coast Recycling Center at 3001 Avenue D, and are hereby requesting that the City of Ft. Pierce reaffirm its prior recognition of this facility as being a lawfully operating recycling facility, subject to the lawful limitations of such classification.

CITY OF FORT PIERCE, FLORIDA

City Commission Meeting

Agenda Item # 15

Commission Meeting December 1, 2008

To: The Honorable Mayor and Members of the City Commission

Through: David L. Recor, City Manager

From: David Carlin, Interim Assistant Director of Planning DC

Re: **Ordinance No. L-68**
Annexation via Application
3301 & 3211 Avenue D

Date: November 21, 2008

ISSUE(S):	Approval of the Annexation via Application for two parcels totaling 4.22 acres and identified as being contiguous to the municipal boundaries.
SUMMARY:	• Property is located east of Angle Road, on the south-side of Avenue D. • Property has a County future land use designation of IND, *Industrial.* The proposed City land use designation is CI, *County Industrial.* • Property has a County zoning classification of IL, *Light Industrial.* The proposed City zoning classification is I-1, *Light Industrial.* • At the November 12, 2008 meeting, the Planning Board voted unanimously to recommend approval.
FISCAL IMPACT:	Estimated municipal *ad valorem* taxes: $4,625.80
RECOMMENDATION:	Approval of the annexation.
ALTERNATIVES:	Denial of the annexation.
RESPONSIBLE STAFF:	Erica H. Ehly, Comprehensive Planner
ATTACHMENTS:	Ordinance No. L-68, Staff Report, Planning Board Minutes, Application.

ORDINANCE NO. L-68

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE PROPERTIES LOCATED AT **3211 AND 3301 AVENUE D**; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2009; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ZONING SAID LAND; ESTABLISHING THE FUTURE LAND USE DESIGNATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, be and they are hereby extended to annex to the said City the following described properties:

Address:	**3211 AVENUE D**
Property I.D.:	**2408-214-0002-000-9**
Legal Description:	**8 35 40 BEG AT NW COR OF SE 1/4 OF NE 1/4 OF NW 1/4, TH E 305.85 FT, TH S 12 DEG 14 MIN 54 SEC E 311.25 FT M/L, TH N 89 DEG 58 MIN35 SEC W 245.98 FT, TH NWLY TO PT64.35 FT S OF NW COR THEREOF, TH N TO POB-LESS N 30 FT- (2.37 AC)(OR 1352-1602)**
Address:	**3301 AVENUE D**
Property I.D.:	**2408-214-0001-000-2**
Legal Description:	**8 35 40 FROM NW COR OF SE 1/4 OF NE 1/4 OF NW 1/4 RUN E ALG N LI 305.85 FT TO POB, TH CONT E 306.35 FT, TH RUN S ALG W LI OF CANAL #2 R/W 333.78 FT, TH RUN W ON LI 1 FT N OF CHAIN LINK FENCE231.12 FT, TH RUN NWLY 341.23 FT TO POB-LESS N 30 FT FOR AV D R/W- (1.85 AC) (OR 1123-1142)**

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Section 1 hereof as of January 1, 2009 and

subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That the City Clerk shall cause notice of this annexation to be published once each week for two consecutive weeks prior to final passage in The Tribune in Fort Pierce, Florida.

SECTION 4. That upon this ordinance becoming effective, the land hereinabove described and annexed to the territorial limits of the City of Fort Pierce shall be and the same is zoned **I-1, Light Industrial** Zone, and the Future Land Use Designation is **I, Industrial** Land Use, in accordance with the Zoning Ordinance of the City of Fort Pierce, Florida.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. This ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

CITY ATTORNEY

CITY OF FORT PIERCE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

TO: David L. Recor, City Manager

THROUGH: David Carlin, Interim Assistant Director of Planning DC

FROM: Erica H. Ehly, Comprehensive Planner EE

DATE: November 21, 2008

SUBJECT: **Annexation via Application**
3301 & 3211 Avenue D

STAFF REPORT

Owner:	Atlantic Coast Recycling, Inc. 3301 Avenue D Fort Pierce, Florida 34947
Applicant:	Dennis J. Murphy Culpepper & Terpening, Inc. 2980 South 25th Street Fort Pierce, Florida 34981
Representative:	Same
Requested Action:	Approval of the Annexation via Application for two parcels totaling 4.22 acres and identified as being contiguous to the municipal boundaries.
Location:	East of Angle Road, South of Avenue D
Parcel I.D. Numbers:	2408-214-0002-000/9 & 2408-214-0001-000/2
Property Size:	4.22 acres
Existing Land Use:	Recycling Receiving Center
Current Zoning:	IL, *Industrial Light*: this district is to provide and protect an environment suitable for light manufacturing, wholesale, and warehousing activities that do not impose undesirable noise, vibration, odor, dust, or other offensive effects on the surrounding are, together with such other uses as may be necessary to and compatible with light industrial surroundings.

Proposed Zoning: I-1, *Light Industrial*: district to provide for industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation facilities and other factors. Acceptable manufacturing, warehousing, heavy commercial and similar uses are encouraged. Uses in the district may perform a support role for uses in other industrial areas.

Existing Future Land Use: IND, *Industrial*: applied to specific areas of the County identified for industrial use; intended to be implemented through the heavy and light industrial zoning districts; areas must have available all of the necessary services and facilities prior to development; heavy industrial uses will be required to provide substantial buffering from adjacent, incompatible uses.

Proposed Future Land Use: CI, *County Industrial*: Intensive manufacturing and industrial uses. Storage and distribution facilities. Maximum building height: 80 feet.

Fiscal Impact: Assessed Value: $846,300.00

Estimated Municipal *ad valorem* taxes: $4,625.80

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

Pursuant to Section 171.044 of the Florida Statutes, the applicant has submitted a petition for annexation regarding two parcels totaling 4.22-acres and located at 3301 & 3211 Avenue D. Staff has confirmed that the property owner in the area described has signed the petition for annexation, that the property is located in an unincorporated part of the County, and that it is reasonably compact and contiguous to the corporate areas of the City of Fort Pierce. In addition, the annexation will not result in the creation of any enclaves.

Pursuant to Policy 1.1.6 of the Future Land Use Element of the Comprehensive Plan, the annexation of the subject property will not affect the ability of the City to provide public services at a level equal to or better than that available from the current service providers and at the City's adopted level of service standards. In addition, the annexation will improve service delivery and eliminate irregularities in the City's boundaries.

Consistent with Policies 1.6.4 and 1.6.5 of the City Comprehensive Plan and general City policy, properties annexed shall receive a land use designation compatible with its county land use designation, and annexed properties shall receive a land use designation according to the Proposed Future Land Use Map. In addition, general City policy is that annexed properties will receive a zoning designation with a density equal to or lower than the density associated with the County zoning designation. A zoning classification will be assigned if there is a compatible City zoning classification available to that classification assigned in the County. If a compatible zoning classification is not available, the property will retain the zoning classification assigned in the County until such time as an application is submitted to rezone to a City classification that is consistent with the land use.

The next item considered - **# 5 – Approval of Minutes of October 14, 2008.**

Chairman Hayek said has everybody had a chance to look over the minutes and any changes duly noted?

Mr. Knott said Mr. Chairman, just one item. Under the roll call, I'm sure that Mr. Reilly doesn't want to be usurped here. They got me down as Vice-Chair and if we could correct that to make Mr. Reilly the Vice-Chair, I'd appreciate that.

Chairman Hayek said so noted. Any other changes? I entertain a motion.

Motion made by Mr. Knott and seconded by Mr. Poitier to approve the minutes with correction.

Unanimously approved by voice vote.

The next items considered: **Item # 6a – Annexations - 3301 & 3211 Avenue D -** Approval of the voluntary annexations via application for two parcels totaling 4.22 acres and identified as being contiguous to the municipal boundaries of the City of Fort Pierce. The properties are located at 3301 Avenue D and 3211 Avenue D. The properties are owned by Atlantic Coast Recycling, Inc. The applicant/representative is Dennis J. Murphy of Culpepper & Terpening, Inc.

Chairman Hayek said can we hear from Staff?

Ms. Ehly said good evening Mr. Chair, Planning Board members. Pursuant to Section 171.044 of the Florida Statutes, the applicant has submitted a petition for annexation regarding two parcels totaling 4.22 acres and located at 3301 & 3211 Avenue D. The property will be assigned a future land use designation of C-I, County Industrial, consistent with the future land use designation assigned in the County of Industrial. In addition, the property will receive a zoning classification of I -1, as is comparable to the assigned Light Industrial in the County. Pursuant to Section 2-223 of the City Code, Staff requests that the Planning Board forward a recommendation of approval of this voluntary annexation to the City Commission.

Chairman Hayek said any questions of Staff on this? I do want to note that Mr. Reilly is here and he'll conduct his duties as Chairman or Acting Chairman.

Mr. Lloyd said this isn't the same property that came up for annexation last year?

Ms. Ehly said Mr. Chair, Mr. Lloyd, no it's not.

Mr. Lloyd said okay.

Ms. Ehly said that was across the street.

Mr. Lloyd said okay.

Mr. Knott said Mr. Chair, if I could ask a question of Staff. This property is coming in with the Light Industry? Is this correct?

Ms. Ehly said yes Sir. Light Industrial.

Mr. Knott said Light Industrial. Are they compatible with the County's and the City's because they are a heavy-duty operation out there.

Ms. Ehly said well as far as the existing use, it is compatible with our I-1 zoning district.

Mr. Knott said but as far as the actual zoning is it apples to apples when they come in or are they going to have any problems with the way they are operating now?

Ms. Ehly said they won't.

Mr. Knott said thank you.

Chairman Reilly said we had looked at something out here about two years ago. This is not the same property?

Ms. Ehly said no it is not.

Chairman Reilly said okay.

Ms. Ehly said that was across the street.

Mr. Hayek said if you would have been here on time you would have known I asked the same question.

Mr. Lloyd said does this recycling facility deal with any hazardous materials at all? Are there any environmental concerns with Staff?

Ms. Ehly said Mr. Chair, Mr. Lloyd, I'm not aware of any. The applicant's representative is here this evening and we did speak to him about what specific activities occurred. Certainly, he's here to answer any questions or clarify anything for you.

Chairman Reilly said please state your name and address for the record.

Mr. Murphy said Mr. Chair, for the record, my name is Dennis Murphy. I'm with the Firm of Culpepper & Terpening here in Fort Pierce. Tonight we are here representing Atlantic Coast Recycling Inc. in a petition for annexation in to the City of Fort Pierce. Mr. Lloyd, the question about the hazardous waste, hazardous materials, no we do not work with

that. We are basically collecting aluminum and other similar type metals to that and we compress, package and ship them on out.

Mr. Lloyd said thank you.

Mr. Murphy said and we are not the property that you all had before.

Chairman Reilly said any other questions? Any questions from the public for or against? Did I do that in the right order? Well, I'm sorry. Jeremiah had promised me he was going to write out a lengthy list for me before he turned this thing over to me. Hopefully, he's watching today. Any comments from the public for or against?

Motion made by Mr. Hayek and seconded by Mr. Knott to forward a recommendation to the City Commission to approve the annexation for the properties located at 3301 & 3211 Avenue D.

Those in favor were: Mr. Dannahower, Ms. Dixon, Mr. Hayek, Mr. Knott, Mr. Lloyd, Mr. Poitier, Ms. Wood, Mr. Yates and Chairman Reilly.

Those opposed: none.

Chairman Reilly said this will be submitted to the City Commission on the next scheduled meeting. Good luck.

Ms. Ehly said with a recommendation for approval.

Chairman Reilly said with a recommendation of approval.

The next item considered: **Ordinance - Establishment of the I-3, Heavy Industrial Zoning District** – Approval of a proposed ordinance amending Chapter 22, Article III, Basic Zoning Districts, of the City code of Ordinances to establish the I-3 zoning district

Ms. Ehly said the proposed ordinance before you this evening is being initiated to provide consistency between the zoning districts of the City Code and the zoning districts utilized in the County for the purposes of annexation and to provide consistency with the future land use designations identified in the Comprehensive Plan. The Comprehensive Plan identifies two Industrial Future Land Use designations that allow for the uses included in the County Heavy Industrial zoning district: Heavy Industrial and County Industrial. However, the City Code does not include a zoning district comparable to the County Heavy Industrial zoning district. Currently the City Code contains two industrial zoning classifications I-1 and I-2. The uses allowed in these classifications do not allow for all of the uses included in the County Heavy classification. Consequently, when a property that is zoned Heavy Industrial or is assigned an Industrial Future Land Use designation in the County and is annexed into the City, the City Code does not offer a zoning classification that protects the property owner rights to the uses as allowed in the County. The proposed ordinance will create the I-3 zoning district to include those uses identified in the

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2004 - 2005

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2005

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

NEW BUSINESS St Lucie County

Original tax:	$18.75			
Penalty:				
Collection cost:				
Total:	$18.75	Paid 08/06/2004	18.75	99-20040806-068629

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2005 - 2006

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2006

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$18.75			
Penalty:				
Collection cost:				
Total:	$18.75	Paid 08/05/2005	18.75	99-20050805-162256

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2006 - 2007

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2007

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$19.65			
Penalty:				
Collection cost:				
Total:	$19.65	Paid 08/07/2006	19.65	99-20060807-084965

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2007 - 2008

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2008

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$19.65			
Penalty:				
Collection cost:				
Total:	$19.65	Paid 07/30/2007	19.65	99-20070730-048785

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2008 - 2009

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2009

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$20.60		
Penalty:			
Collection cost:			
Total:	$20.60	Paid 07/24/2008 20.60	03-20080724-006153

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2009 - 2010

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2010

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$20.60		
Penalty:			
Collection cost:			
Total:	$20.60	Paid 07/28/2009 20.60	33-20090728-001807

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2010 - 2011

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2011

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 07/13/2010	20.60	06-20100713-010053

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2011 - 2012

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2012

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 08/18/2011	20.60	0099-20110818-016215

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2012 - 2013

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2013

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL
St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 07/09/2012	20.60	0019-20120709-011834

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2013 - 2014

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2014

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL
St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 07/18/2013	20.60	0099-20130718-017031

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2014 - 2015

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2015

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 08/19/2014	20.60	0004-20140819-003687

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2015 - 2016

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2016

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 08/18/2015	20.60	0117-20150818-006492

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2016 - 2017

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2017

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 09/19/2016	20.60	0099-20160919-029078

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2017 - 2018

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2018

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL

Original tax:	$20.60
Penalty:	$5.15
Collection cost:	$5.00
Total:	$30.75

St Lucie County

Paid 03/12/2018 32.81 0128-20180312-001619

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2018 - 2019

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2019

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL

Original tax:	$20.60
Penalty:	$5.15
Collection cost:	$5.00
Total:	$30.75

St Lucie County

Paid 12/10/2019 30.75 0000-20191210-036961

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2019 - 2020

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2020

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL

Original tax:	$20.60
Penalty:	$4.12
Collection cost:	$5.00
Total:	$29.72

St Lucie County

Paid 12/10/2019 29.72 0000-20191210-036961

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2020 - 2021

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2021

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL
St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 07/01/2020	20.60	0025-20200701-031004

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2021 - 2022

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2022

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL
St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 07/01/2021	20.60	0025-20210701-039199

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2022 - 2023

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2023

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 07/06/2022	20.60	0025-20220706-040460

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2023 - 2024

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2024

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL
St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 07/20/2023	20.60	0025-20230720-044960

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2024 - 2025

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #3300-00001171

Type of business 3300 RECYCLING/MISC/MFG (RECYCLING) Expires SEPTEMBER 30, 2025

DBA name

Business: Atlantic Coast Recycling Inc

Mailing address: Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

Business location: 3301 Ave D
Fort Pierce, FL 34950
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$20.60			
Penalty:				
Collection cost:				
Total:	$20.60	Paid 07/02/2024	20.60	0025-20240702-048962

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Atlantic Coast Recycling Inc
3301 Ave D
Fort Pierce, FL 34950

CITY OF FORT PIERCE
BUSINESS TAX RECEIPT

No. 10-00022631
10-00022630

2009 - 2010

100 N. U.S. # 1 - Fort Pierce, FL - 34950
772-460-2200 ext 371 or 372

BUSINESS NAME: ATLANTIC COAST RECYCLING, INC. | PRINCIPAL: ATLANTIC COAST RECYCLING, INC

MAILING ADDRESS: 3301 AV D | LOCATION: 3301 AV D

FT PIERCE FL 34947 | PHONE: 461-1831

may hereby engage in the following business, profession or occupation.

CLASSIFICATION: 236 UNCLASSIFIED
232 TRUCKS/VEHICLES DELIVERY OF GOODS
ONE TRUCK ONLY NON-FERROUS METAL
RECYCLING

IN THE CITY OF FORT PIERCE, FLA. FOR THE PERIOD BEGINNING ON THE 1ST DAY OF OCTOBER AND ENDING SEPTEMBER 30.

ISSUED DECEMBER 04 2009

Cassandra Steele (SEAL) CITY CLERK

This Receipt becomes null and void if business name, classification, ownership or address is changed.

I understand and agree that issuance of a Business Tax Receipt **does not** allow occupancy, nor exempt the possessor from compliance with any City Code or Ordinance. Receipt may be revoked in accordance with Section 9-29.

TAX AMOUNT	$ 195.75
NEW / RENEWAL FEE	$ 15.00
PENALTY	$ .00
TOTAL	$ 210.75

000248

THIS RECEIPT MUST BE PROMPTLY POSTED FOR PUBLIC VIEW

Business Tax Receipts Viewer

City of Fort Pierce

All rights reserved

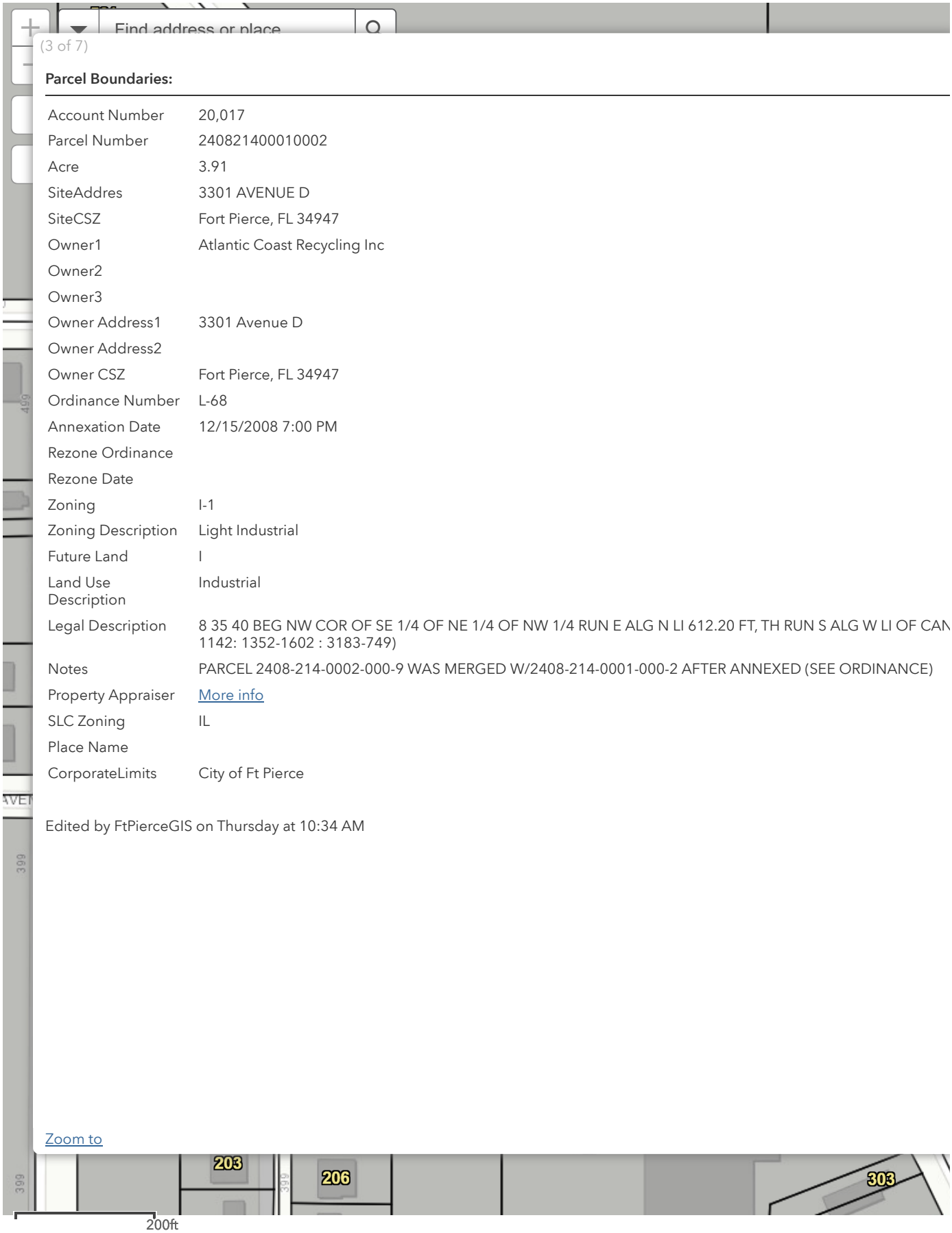
Business Tax Receipts Viewer

City of Fort Pierce

All rights reserved

Business Tax Receipts Viewer

City of Fort Pierce



(3 of 7)

Parcel Boundaries:

Account Number	20,017
Parcel Number	240821400010002
Acre	3.91
SiteAddres	3301 AVENUE D
SiteCSZ	Fort Pierce, FL 34947
Owner1	Atlantic Coast Recycling Inc
Owner2	
Owner3	
Owner Address1	3301 Avenue D
Owner Address2	
Owner CSZ	Fort Pierce, FL 34947
Ordinance Number	L-68
Annexation Date	12/15/2008 7:00 PM
Rezone Ordinance	
Rezone Date	
Zoning	I-1
Zoning Description	Light Industrial
Future Land	I
Land Use Description	Industrial
Legal Description	8 35 40 BEG NW COR OF SE 1/4 OF NE 1/4 OF NW 1/4 RUN E ALG N LI 612.20 FT, TH RUN S ALG W LI OF CAN 1142: 1352-1602 : 3183-749)
Notes	PARCEL 2408-214-0002-000-9 WAS MERGED W/2408-214-0001-000-2 AFTER ANNEXED (SEE ORDINANCE)
Property Appraiser	More info
SLC Zoning	IL
Place Name	
CorporateLimits	City of Ft Pierce

Edited by FtPierceGIS on Thursday at 10:34 AM

Zoom to

-80.362 27.454 Degrees

All rights reserved

Business Tax Receipts Viewer

City of Fort Pierce

All rights reserved

Business Tax Receipts Viewer

City of Fort Pierce

-80.354 27.454 Degrees

All rights reserved

Business Tax Receipts Viewer

City of Fort Pierce

All rights reserved

Business Tax Receipts Viewer

City of Fort Pierce

(7 of 7)

Business Tax Receipts: ATLANTIC COAST RECYCLING, INC

Parcel ID	2408-214-0001-000-2
License Number	22631
Business Control Number	41155
Location ID	23617
Business Name	ATLANTIC COAST RECYCLING, INC
Business Address	3301 AVENUE D
Mailing Address	3301 AVENUE D
Owner Name	ATLANTIC COAST RECYCLING, INC
Business Phone	(772) 461-1831
Contractor Flag	
Date Opened	2009-12-02
Expiration Date	9/30/2024
Status	A
Business Officer Name	VITERI-CHOEZ, RICARDO
Business Officer Title	OWNER
Business Officer Phone	NOT ENTERED
Business Officer Email	
License Classification	236 - UNCLASSIFIED
License Restrictions	Year - 24: 1 TRUCK ONLY FERROUS & NON FERROUS METAL RECYCLING
Description	DBPR
Document Number	109

Zoom to

-80.354 27.454 Degrees

All rights reserved

CONSTRUCTION PLANS FOR

ATLANTIC RECYCLING

IN

SECTION 8, TOWNSHIP 35 SOUTH, RANGE 40 EAST

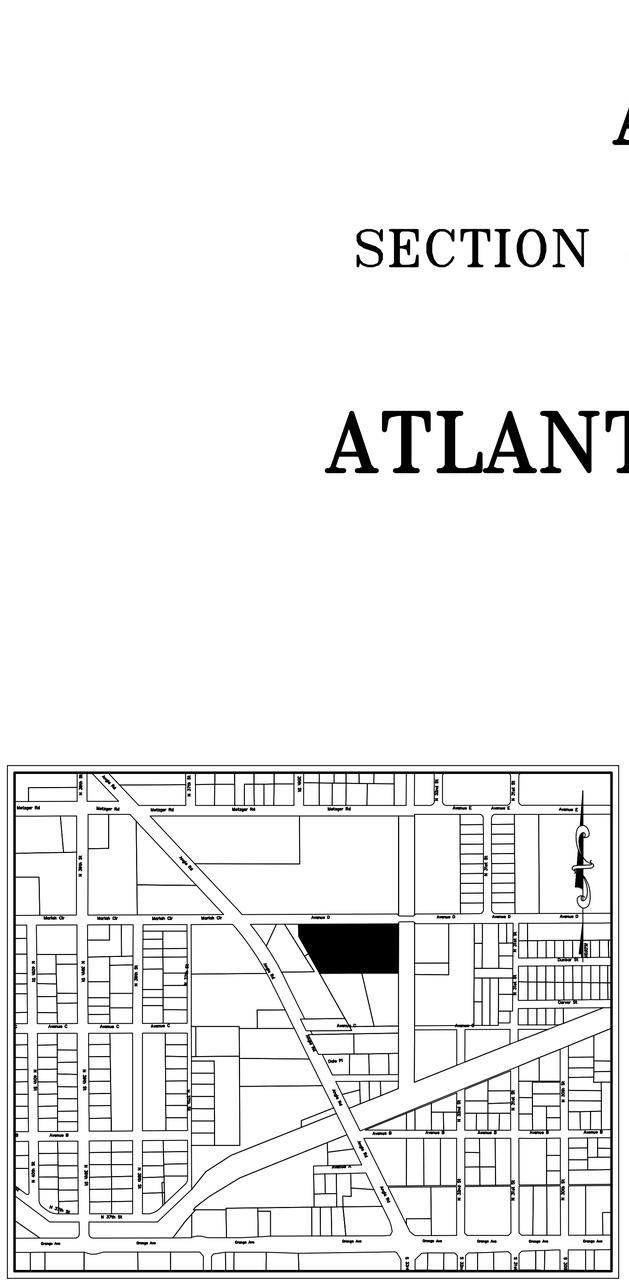
ST. LUCIE, FLORIDA

PREPARED FOR

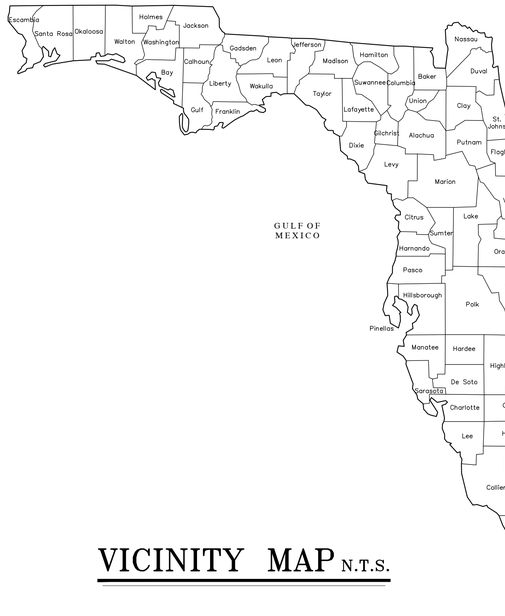
ATLANTIC COAST RECYCLING INC.

GENERAL NOTES

1. "ALL CONSTRUCTION SHALL BE IN COMPLAINCE WITH CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 119 AND 125.
2. HOURS OF OPERATION ARE AS FOLLOWS; AT TIMES MONDAY-SATURDAY 12 HOURS 8 AM TO 4:30 PM.
3. FACILITY TO PRODUCE NO MORE THAN 80 DECIBELS WITH AN AVERAGE OF 55 DECIBELS AS MEASURED ON 7/5/24 AT THE SITE.



LOCATION MAP N.T.S.



VICINITY MAP N.T.S.

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	COVER
2	SITE PLAN

LEGAL DESCRIPTION

TRACT 1 O.R BOOK 1352, PAGE 1602

8 35 40 BEG NW COR OF SE 1/4 OF NE 1/4 OF NW 1/4 RUN E ALG N LI 612.20 FT, TH RUN S ALG W LI OF CANAL #2 R/W 333.78 FT,TH RUN W ON LI 1 FT N OF CHAIN LINK FENCE 477.10 FT,TH RUN NWLY TO PT 64.35 FT S OF NW CORNER,TH N TO POB-LESS N 30 FT FOR AV D R/W- (4.2 AC) (1123-1142: 1352-1602 : 3183-749)

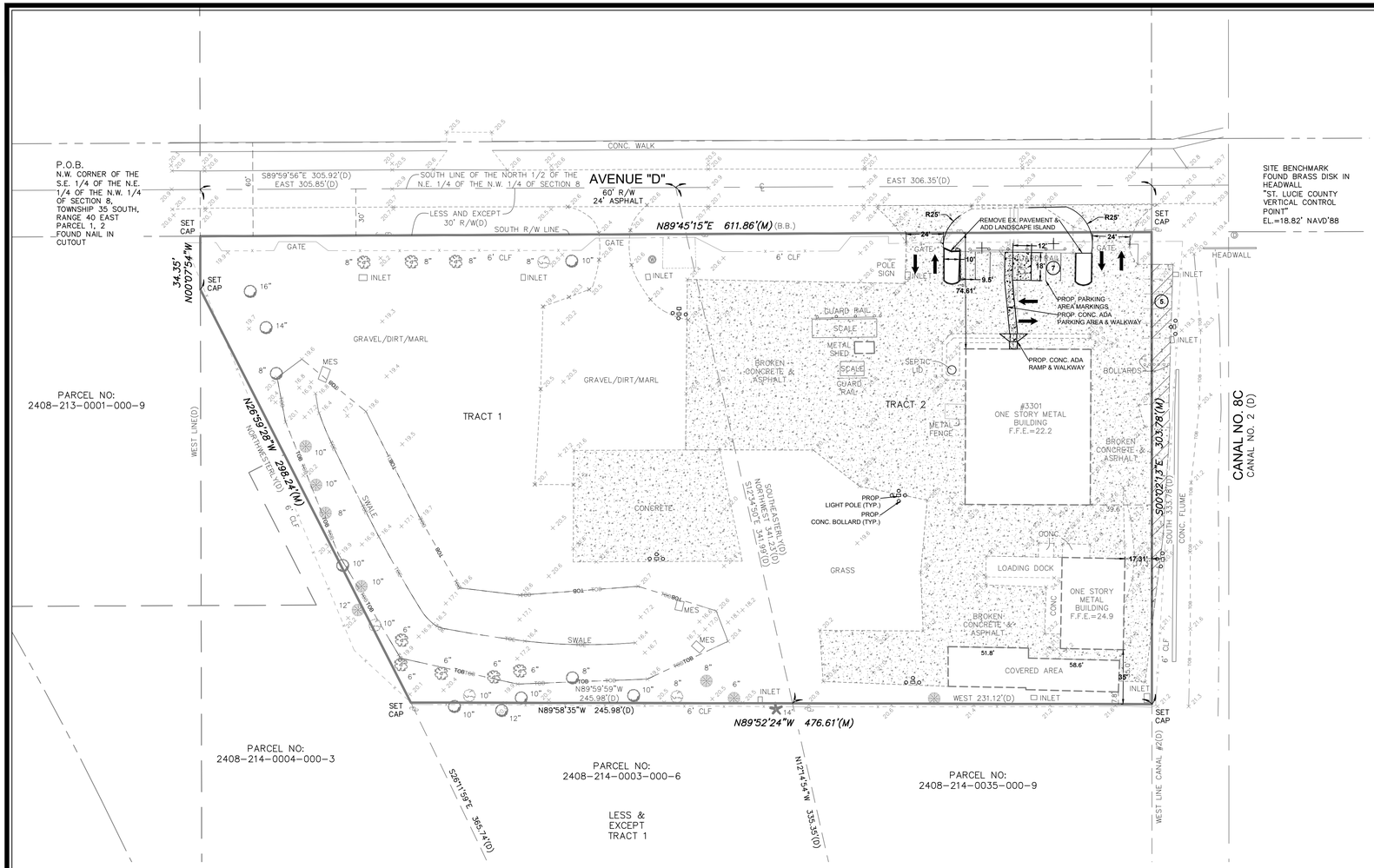
REVISIONS	
SHEET NO.	DATE

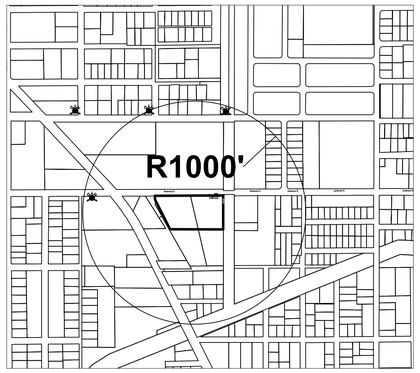
SUBMITTAL DATE: 12/12/24

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

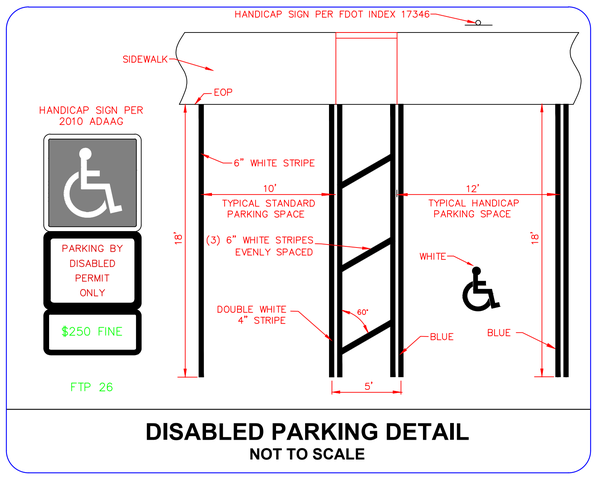
THOMAS DEGRACE P.E. FL. REG. NO. 42354

FILE NAME: 24-031 COVER.DWG

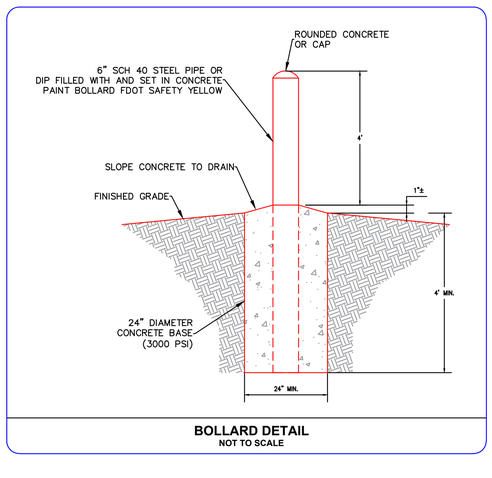




LOCATION MAP, WITH WELLS AND HYDRANTS



DISABLED PARKING DETAIL
NOT TO SCALE



BOLLARD DETAIL
NOT TO SCALE

SITE DATA TABLE

Owner/Applicant:
Atlantic Coast Recycling Inc.
3301 Avenue D
Fort Pierce, FL 34947
Phone: (305) 680-2393

Landscape Architect

Site Lighting Designer

Engineer:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: 772-464-3537
Fax: 772-464-9497
www.ct-eng.com

Surveyor:
KMA Engineering & Surveying, LLC.
3001 Industrial Ave 2
Fort Pierce, FL 34946
Phone 772-569-5505

1.) Project Name:
Atlantic Coast Recycling

2.) Location:
The project site is located at 3301 Avenue D, Fort Pierce, Florida 34947

3.) Project Description:
The Site Plan improvements include stripping, site lighting, and landscaping to support the revised land use request to include recycling and Scrap.

4.) Sec/Town/Range: Section 8, Township 35 South, Range 40 East

5.) Tax Map ID: 34/20N

6.) Parcel ID Numbers: 2408-214-0001-000-2

7.) Gross Site Area: 3.83 acres (166,692 sq feet)

8.) Zoning: I Industrial 3.83 acres

9.) Land Use: I-1 Light Industrial 3.83 acres

10.) Site Density/Intensity:
N/A

11.) Development Schedule:
Start: **Q3-2024**
Complete: **Q4-2024**

12.) Flood Zone:
The project site is located in Flood Zone **X** (Area With Reduced Flood Risk), according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0178L, date 2/16/2012.

13.) Site Coverage[1]:

Existing Site Condition

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.30	12,934		0.078
Roadways/Parking	1.33	57,789		N/A
Other Impervious	0.00	-		N/A
Total Impervious	1.62	70,723	0.0	
Open Space/ Landscape	2.20	95,969		N/A
Lakes/ Retention (dry)	0.00	-		N/A
Preserve Area	0.00	-		N/A
Total Site Area	3.83	166,692	0.0	

Proposed Site Addition (areas of addition only)

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.00	-		0.000
Roadways/Parking	0.00	14		N/A
Other Impervious	0.00	-		N/A
Total Impervious	0.00	14	0.0	
Open Space/ Landscape	0.01	579		N/A
Lakes/ Retention (dry)	0.00	-		N/A
Preserve Area	0.00	-		N/A
Total Site Area	0.01	593	0.0	

Total Site[1]

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.30	12,934	7.8	0.078
Roadways/Parking	1.31	57,210	34.3	N/A
Other Impervious	0.00	-	-	N/A
Total Impervious	1.61	70,144	42.1	
Open Space/ Landscape	1.77	77,267	46.4	N/A
Lakes/ Retention (dry)	0.44	19,281	11.6	N/A
Preserve Area	0.00	-	-	N/A
Total Site Area	3.83	166,692	100	

Notes:
1.) All areas are approximate and subject to change as part of final construction plans.
2.) Existing Site Facilities (2024) represent existing site conditions.
3.) FAR coverage based on total bldg sq ft/ gross lot area. FAR maximum 1.0

14.) Parking: Expansion Area
Parking Rate based on **ITE Code 110** 6th Edition

Building Area	Ratio	Total Required	Phase Provided	Handicap parking
12,934	0.6*X+2.77	11	12	1

15.) Building Height.:
Maximum Building Height. 35'
Existing Building Height 20'

16.) Building Setbacks/Spacing (Min. Industrial):

	Required	Provided
Front (as measured from Avenue D)	25 ft	**74.61**
Side	10 ft	**17.31**
Rear (as measured from Southern property boundary)	15 ft	**35.00**

17.) Utility Service:

Water Service (Utility)	FPUA	Electric Service	FPUA
Sewage Service (Utility)	FPUA	Telcom Service (backbone)	ATT
Re-Use Water (Utility)	N/A	Cable Service (primary)	ATT

18.) Refuse Collection:
Solid waste collectors will be through the use of existing garbage dumpsters approved City of Fort Pierce.

19.) Site Lighting:
Site lighting in the parking and trailer access areas will be provided through a combination of wall mounted fixtures on the side of the building and the placement of several independent poles in the parking lot areas. The lights will not be exiting the street boundary.

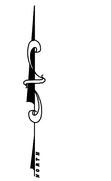
20.) Site Drainage (preliminary):
The site drains into inlets which collects runoff and discharges into an existing pond that acts as a closed system. Existing drainage will remain unchanged.

21.) Traffic Statement:
Trip Generation based upon ITE Code 11th edition (110) General Light Industrial. Trip Generation is estimated as follows:

AADT: rate * 12.934 sq ft = 99.10 AADT
T=3.76(x)+50.47

AM PEAK:0.71 Trips/1000 SF (87% Enter, 13% Exit)
rate * 12,934 sq ft = 20.06 AM Peak
.71X+10.88
entry 17.45
exit 2.61

PM PEAK: 0.63 Trips/1000 SF (18% Enter, 82% Exit)
rate * 12,934 sq ft = 18.30 PM Peak
.63X+10.15
entry 7.87
exit 10.43



LEGEND

- FIRE HYDRANTS
- WELLS (NONE IN AREA)
- 11 PROPOSED PARKING COUNT
- PROPERTY BOUNDARY
- PROPOSED PARKING EASEMENT
- PROPOSED CONCRETE
- EXISTING CONCRETE
- PROPOSED LIGHT POLE
- PROPOSED CONCRETE BOLLARD

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
. .	.	.
. .	.	.
. .	.	.
. .	.	.
. .	.	.
. .	.	.

	BY	DATE
DESIGNED	EAC	7/1/2024
CALCS.	.	.
DRAWN	EAC	7/1/2024
DETAILED	.	.
CHECKED	.	.
APPROVED	.	.

ATLANTIC RECYCLING

SITE PLAN

DATE: 12/12/24
HORIZ. SCALE: N/A
VERT. SCALE: 1"=40'
JOB No. 24-031
SHEET 2 of 2

P:\Proj-2024\24-031 Atlanta Coast Recycling\Eng\24-031 Base.dwg Date: 12/20/2024 3:20 PM By: EDGAR COMPMAN

* Doc Assump:	$	0.00
* Doc Tax :	$	1131.90
* Int Tax :	$	0.00

THIS DOCUMENT PREPARED BY
AND RETURN TO:
LARRY B. LOFTIS, ESQUIRE
ZIMMERMAN, SHUFFIELD, KISER
& SUTCLIFFE, P.A.
P.O. Box 3000
Orlando, FL 32802

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 29 day of January, 1998, by HERBERT B. HORNE, whose post office address is 3301 Avenue D, Ft. Pierce, Florida 34947, first party, to ATLANTIC COAST RECYCLING, INC., whose post office address is 3301 Avenue D, Ft. Pierce, Florida 34947, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of $10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of ST. LUCIE, State of Florida, to-wit:

From the Northwest corner of the SE1/4 of the NE1/4 of the NW1/4 of Section 8, Township 35 South, Range 40 East, run East along the North line a distance of 305.85 feet to the Point of Beginning; thence continue East 306.35 feet; thence run South along the West line of Canal number 2 right-of-way a distance of 333.78 feet; thence run West on a line 1 foot North of a chain link fence a distance of 231.12 feet; thence run Northwesterly 341.23 feet to the Point of Beginning, less and excepting the North 30 feet thereof for Avenue D right-of-way.

TO HAVE AND TO HOLD the same together with all the singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: DAVID L. RAINES

Print Name: HELEN PREVOST

HERBERT B. HORNE

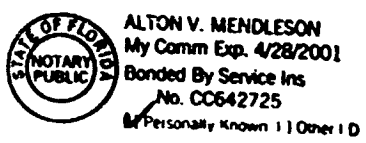
JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number:1608002 OR BOOK 1123 PAGE 1142
Recorded: 01-29-98 01:33 P.M.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this 29th day of January, 1998, by Herbert B. Horne.

Alton V. Mendleson
Signature of Notary Public

(SEAL)



Alton V. Mendleson
Name of Notary Public
(Typed, Printed or stamped)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced:_____

* Doc Assump:	$	0.00
* Doc Tax :	$	1131.90
* Int Tax :	$	0.00

THIS DOCUMENT PREPARED BY
AND RETURN TO:
LARRY B. LOFTIS, ESQUIRE
ZIMMERMAN, SHUFFIELD, KISER
& SUTCLIFFE, P.A.
P.O. Box 3000
Orlando, FL 32802

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 29 day of January, 1998, by HERBERT B. HORNE, whose post office address is 3301 Avenue D, Ft. Pierce, Florida 34947, first party, to ATLANTIC COAST RECYCLING, INC., whose post office address is 3301 Avenue D, Ft. Pierce, Florida 34947, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of $10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of ST. LUCIE, State of Florida, to-wit:

From the Northwest corner of the SE1/4 of the NE1/4 of the NW1/4 of Section 8, Township 35 South, Range 40 East, run East along the North line a distance of 305.85 feet to the Point of Beginning; thence continue East 306.35 feet; thence run South along the West line of Canal number 2 right-of-way a distance of 333.78 feet; thence run West on a line 1 foot North of a chain link fence a distance of 231.12 feet; thence run Northwesterly 341.23 feet to the Point of Beginning, less and excepting the North 30 feet thereof for Avenue D right-of-way.

TO HAVE AND TO HOLD the same together with all the singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: DAVID L. RAINES

Print Name: HELEN PREVOST

HERBERT B. HORNE

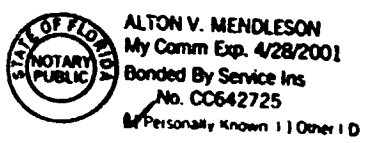
JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number:1608002 OR BOOK 1123 PAGE 1142
Recorded: 01-29-98 01:33 P.M.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this 29th day of January, 1998, by Herbert B. Horne.

Alton V. Mendleson
Signature of Notary Public

(SEAL)

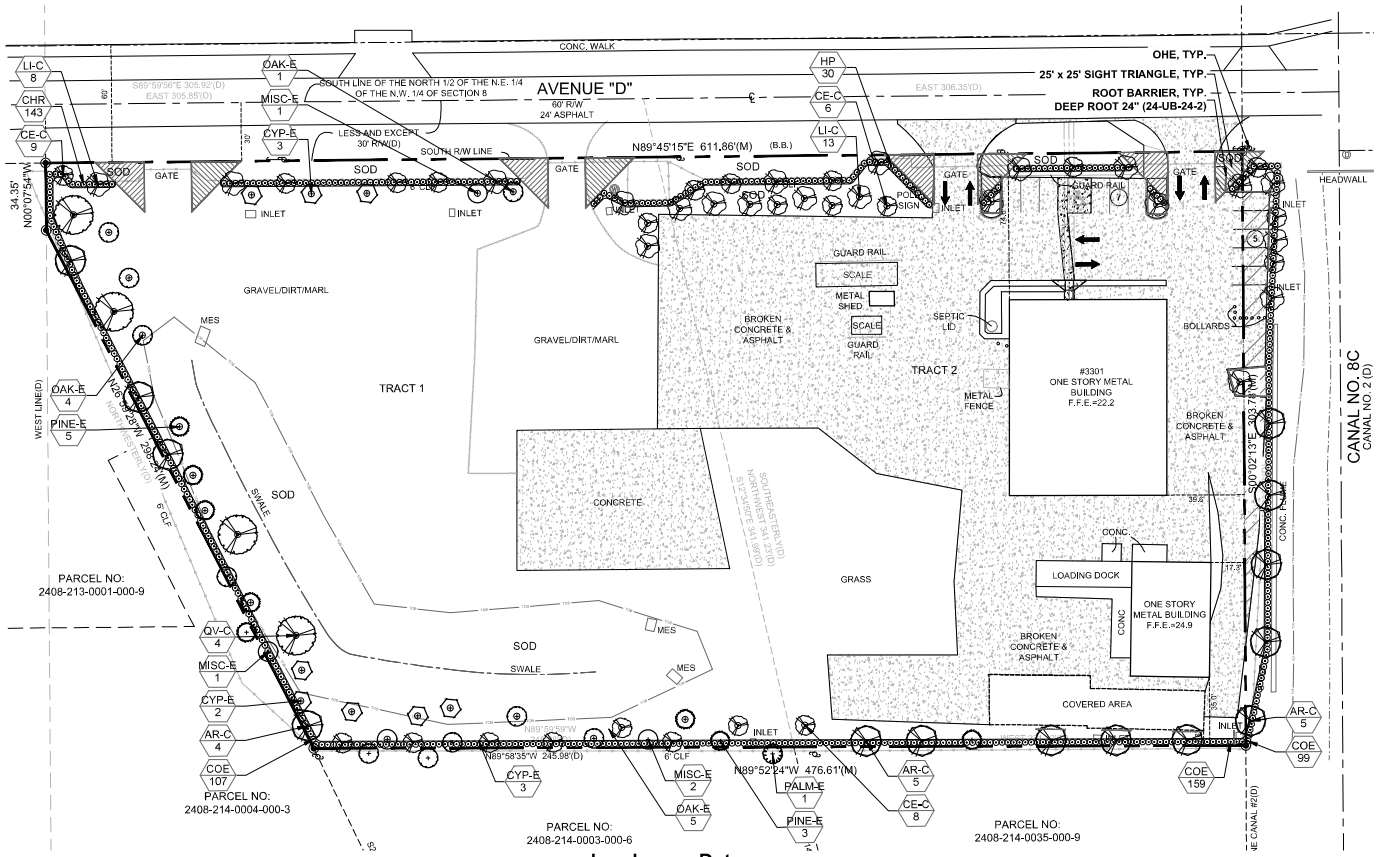


Alton V. Mendleson
Name of Notary Public
(Typed, Printed or stamped)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced:_____

Landscape Notes:

- All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
- Trees shall be a minimum of twelve (12) feet in height and have a caliper of two and one-half (2 1/2) inches at four and one-half (4 1/2) feet above the ground when installed.
- All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
- All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
- Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
- Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
- Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
- All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
- All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation.
- No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
- Existing understory shall be maintained in areas of undisturbed native vegetation.
- All Category 1 exotic plant species will be eradicated from the site.
- Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
- Irrigation to conform to all local and State regulations with regard to water consumption.
- All new landscaping shall be provided with 100% irrigation coverage through the establishment period, not less than 1-year.



Plant Schedule:

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
CODE TREES									
AR-C	14	Acer rubrum	Red Maple	FG	12` HT	5` W	5` CT, SP	Yes	2.5" DBH
CE-C	23	Conocarpus erectus 'Sericeus'	Silver Buttonwood	FG	12` HT	5` W	SP	Yes	2.5" DBH
LI-C	21	Lagerstroemia indica	Crape Myrtle	FG	12` HT	5` W	SP	Yes	2.5" DBH
QV-C	4	Quercus virginiana	Live Oak	FG	12` HT	5` W	6` CT, SP	Yes	2.5" DBH
EXISTING TREES									
CYP-E	8	Cypress	Cypress	Existing to Remain				Yes	
MISC-E	4	Miscellaneous Tree	Miscellaneous Tree	Existing to Remain					
OAK-E	10	Oak	Oak	Existing to Remain				Yes	
PALM-E	1	Palm	Palm	Existing to Remain					
PINE-E	8	Pine	Pine	Existing to Remain				Yes	
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
SHRUBS									
CHR	143	Chrysobalanus icaco `Redtip`	Red Tip Cocoplum	7G	36" HT	36" W	F	Yes	
COE	365	Conocarpus erectus	Green Buttonwood	7G	36" HT	36" W	F	Yes	
HP	30	Hamelia patens 'Compacta'	Dwarf Firebush	7G	36" HT	36" W	F	No	

Landscape Data:

Industrial (I)	Required	Provided
Landscape Area Vehicular Use Area adjacent to Right of Way:	501' x 10' = 5,010 Sq. Ft.	
Vehicular Use Area adjacent to Property Lines:	1,113' x 10' = 11,130 Sq. Ft.	
Interior Vehicular Use Area:	57,210 Sq. Ft. / 30 Sq. Ft. = 1,907 Sq. Ft.	
Total Landscape Area	18,047 Sq. Ft.	**95,969 Sq. Ft.**
Trees Vehicular Use Area adjacent to Right of Way:	5,010 Sq. Ft. / 300 = 17 Trees	
Vehicular Use Area adjacent to Property Lines:	11,130 Sq. Ft. / 200 = 56 Trees	
Interior Vehicular Use Area:	1,907 Sq. Ft. / 100 = 19 Trees	
Total Trees	(19+56+17) = 92 Trees	**92 Trees**
Shrubs Vehicular Use Area adjacent to Right of Way:	501 L.F. / 36" OC = 167 Shrubs	
Vehicular Use Area adjacent to Property Lines:	1,113 L.F. / 36" OC = 371 Shrubs	
Total Shrubs	(167+371) = 538 Shrubs	**538 Shrubs**

Digitally signed by Paul A. Goulas
Date: 2024.07.31 15:37:53 -04'00'
Adobe Acrobat version: 2024.002.20965

Know what's below. Call before you dig.

Project Team
Landscape Architect:
LANDSCAPE ARCHITECTURAL SERVICES, LLC
Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, FL 34983
Civil Engineer:
CULPEPPER & TERPENING, INC.
2980 South 25th Street
Fort Pierce, FL 34981
(772)466-3537 www.ctiengs.com

Atlantic Recycling

3301 Avenue D, Fort Pierce, FL 34947

Landscape Plan

Revisions		
Date	Init.	Description
7.31.24	DC	Initial Submittal

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: DC
Checked By: BW
Municipal Project:
Scale:

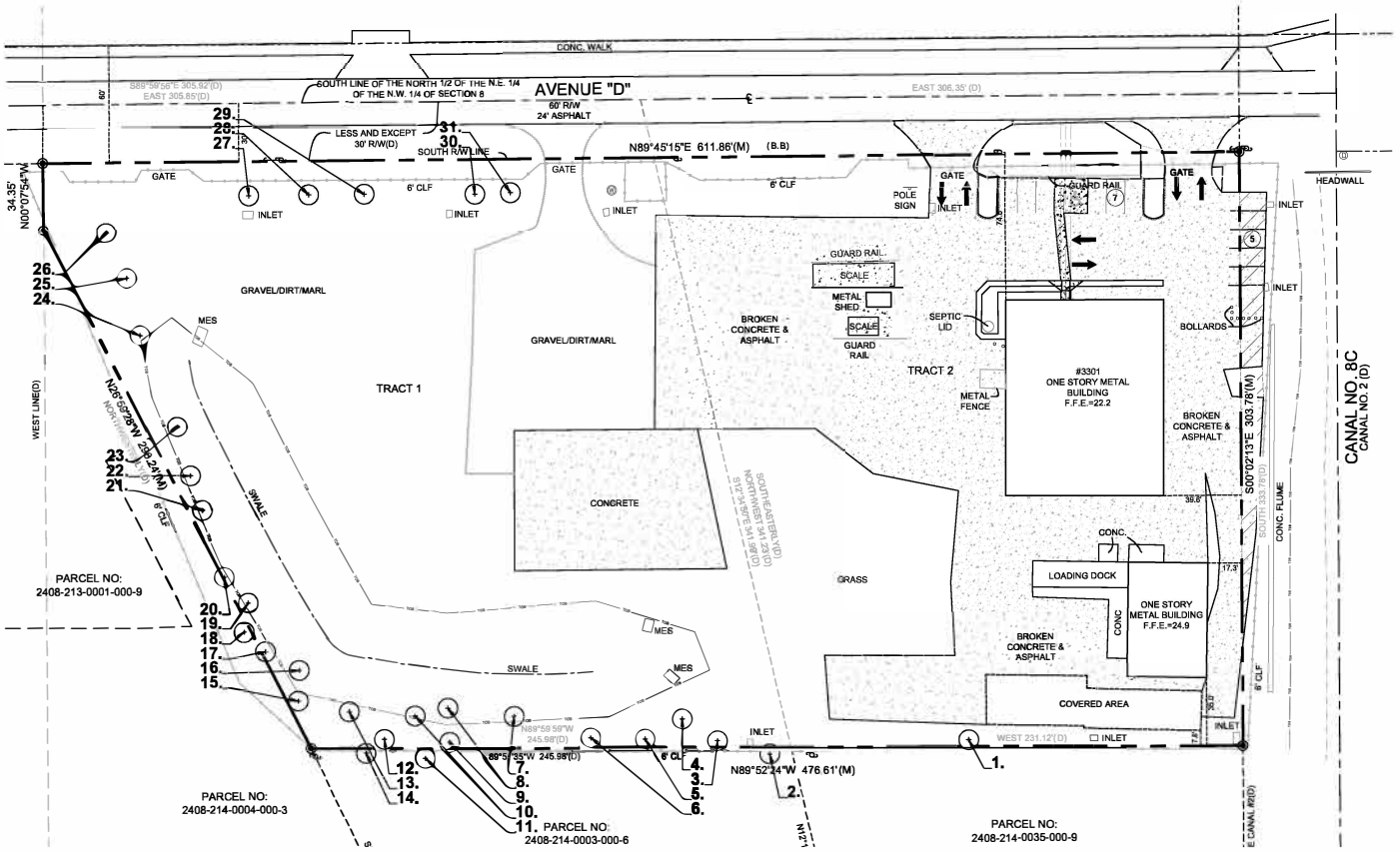
NORTH

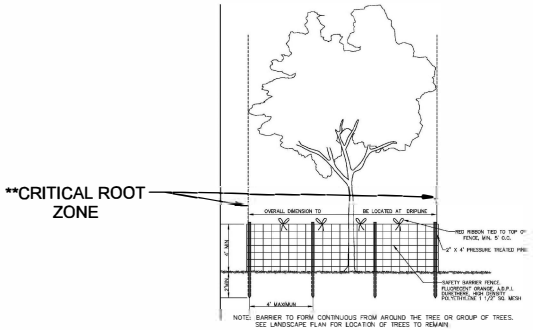
SCALE: 1" = 30'
0 15' 30' 60'

LS-01

Existing Trees to Remain:

1. Pine
2. Palm, 14' Height
3. Pine, 6" DBH
4. Pine, 8" DBH
5. Miscellaneous, 8" DBH
6. Oak, 10" DBH
7. Oak, 8" DBH
8. Cypress, 6" DBH
9. Oak, 10" DBH
10. Cypress, 6" DBH
11. Oak, 12" DBH
12. Miscellaneous, 10" DBH
13. Cypress, 6" DBH
14. Oak, 10" DBH
15. Cypress, 6" DBH
16. Cypress, 6" DBH
17. Miscellaneous, 10" DBH
18. Pine, 12" DBH
19. Pine, 10" DBH
20. Oak, 10" DBH
21. Pine, 8" DBH
22. Pine, 10" DBH
23. Pine, 10" DBH
24. Oak, 8" DBH
25. Oak, 14" DBH
26. Oak, 16" DBH
27. Cypress, 8" DBH
28. Cypress, 8" DBH
29. Cypress, 8" DBH
30. Miscellaneous, 8" DBH
31. Oak, 10" DBH





Tree Protection Detail

** The criticalroot zone (CRZ) is an areaaround atree forthe purpose of protecting theroots and trunk of a protected tree or a spedmen tree, both during and after construction. It is a circular area using a radius meas ured from the center of the tree. The radius is calculated as one (1) foot of radius for each one (1) inch of diameter at breast height (4.5 feet above grade). Foranyfraction of a footover a whole foot, the diameter atbreast height will be rounded upto the next whole number. Example: a tree has a diameter at breast height of twenty-one and one-quarter (21¼) inches; the CRZ is a circle, centered on thecenter of the tree, with aradius of twenty-two (22) feet.

811 Know what's below. Call before you dig.

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1337 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Jay Hasen Street
Port St. Lucie, FL 34983

Civil Engineer:

CULPEPPER & TERPENING, INC.
2980 South 25th Street
Fort Pierce, FL 34981
(772)464-3537 www.ct-eng.com

Atlantic Recycling
3301 Avenue D, Fort Pierce, FL 34947
Existing Tree Information

Revisions

Date	Init.	Description
7.31.24	DC	Initial Submittal

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: DC
Checked By: BW
Municipal Project:
Scale:

NORTH

SCALE: 1" = 30'

0 15' 30' 60'

LS-02

LANDSCAPE SPECIFICATIONS:

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract.
The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girding or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jurisdiction.

PART 3: EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil:
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc., and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimmings from site.

3.05 GUYING:
A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion, See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

D. Stake & brace all trees larger than 12' ea., See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 5-5-5 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed– 200 Pounds per acre mixed with common hulled Bermuda seed – 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

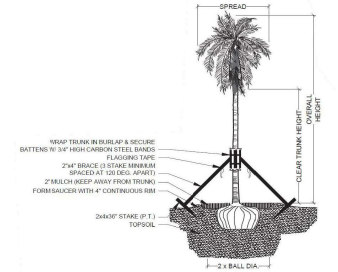
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE,

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

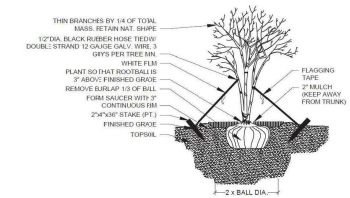
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL, (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

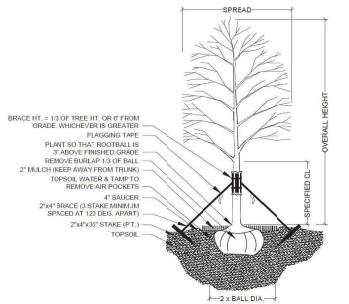
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



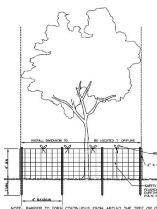
PALM PLANTING - ANGLE STAKE
NOT TO SCALE



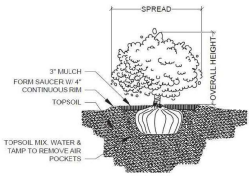
MULTI-TRUNK PLANTING & GUYING
NOT TO SCALE



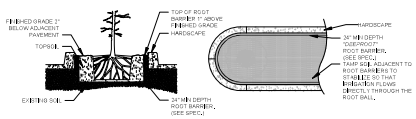
TREE PLANTING & STAKING
NOT TO SCALE



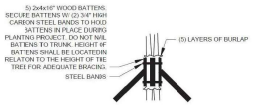
TREE PROTECTION DETAIL
NOT TO SCALE



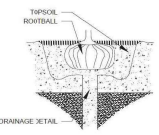
SHRUB PLANTING
NOT TO SCALE



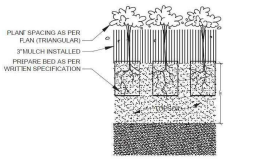
SPECIAL APPLICATIONS ROOT BARRIER DETAIL
NOTES:
1. ROOT BARRIER SHALL BE "DEEPROOT" 24" DEPTH OR APPROVED EQUAL.
2. ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
NOT TO SCALE



BRACING DETAIL
NOT TO SCALE



DRAINAGE TESTING DETAIL
NOT TO SCALE



GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

Project Team
Landscape Architect:
LANDSCAPE ARCHITECTURAL SERVICES, LLC
Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
Civil Engineer:
CULPEPPER & TERPENING, INC.
2580 South 25th Street
Fort Pierce, FL 34981
(772)466-3537 www.ctteng.com

Atlantic Recycling
3301 Avenue D, Fort Pierce, FL 34947
Details & Specifications

Revisions

Date	Int.	Description
7.31.24	DC	Initial Submittal

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA
PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: DC
Checked By: BW
Municipal Project:
Scale:
NORTH
SCALE: 1" = N.T.S.
0 0 0 0

LS-03

ATLANTIC COAST RECYCLING
CONDITION USE – NO IMPROVEMENTS
TRAFFIC IMPACT STATEMENT
JANUARY 2025

The existing Atlantic Coast Recycling's business operation is located at 3001 Avenue D, and was annexed into the City of Ft. Pierce in December 2008. A copy of the City of Ft. Pierce staff report, and supporting information, that was reviewed by the City Commission as part of this 2008 annexation is attached for reference purposes.

Referring to the 2008 staff report, and the minutes of the November 2008 City Planning Board meeting, at the time of annexation the subject property was lawfully being used as a recycling collection center where ferrous and non-ferrous materials were collected, packaged and shipped out to material reprocessing centers. Since at least 2004, the St. Lucie County Business Tax License (which for it to be initially issued required a County zoning compliance verification review) has identified the uses on this property as being "RECYCLING/ MISC/ MFG (RECYCLING)." A copy of the 2009/2010 city of ft pierce business tax license for this operation is also attached (subsequently issued license are in the archival files of the City of Ft. Pierce and are not available (at least that we could find) through online resources.

Following annexation of the property into the City of Ft. Pierce, modifications to the existing site plan for this property were approved by the City Commission in 2010, providing for the construction of a new shipping platform and compacting equipment. Construction of these facilities was completed in 2011.

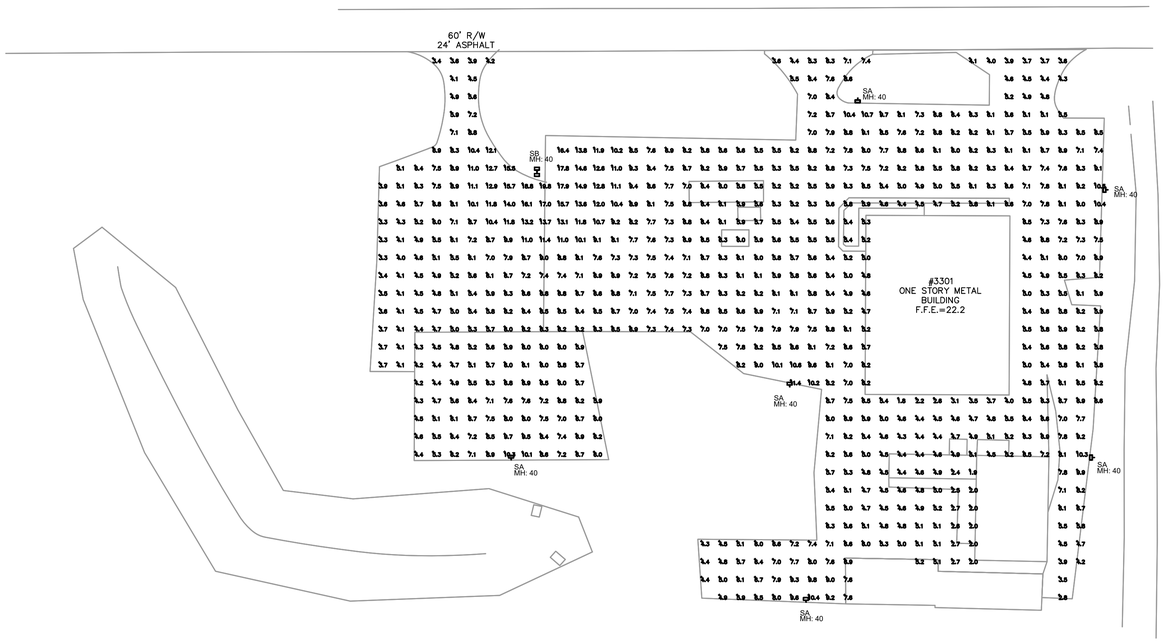
Following the annexation of the subject property into the City of Ft. Pierce in 2008, subsequent City Business Tax Receipts (BTR's) were issued for this property through 2024, each of which recognized the same use classification and limitation. The first such BTR was issued in 2009/2010. A copy of this BTR is attached to this narrative.

In 2024, the City of Ft Pierce discontinued the collection of Business Tax Receipts, for those business operations located with the city limits. In its place, the City Commission established the requirement for a 'Certificate of Uses' for all businesses located in the City, that was to be renewed on an annual basis, similar to the old BTR process, but that was now cataloged and processed through the City's Enterprise Permitting and Licensing (EPL) computer system. As part of this new compliance review system, the Atlantic Coast property owners have been advised that they need to complete a new local Conditional Use review (CU without improvements), even though our use of the property remains the same as it has been for the last 20, or so, years. We are not proposing any changes in use on the property that would otherwise require reconsideration of this previously recognized property status.

However, and in accord with the City's direction on this matter, we have submitted this Petition for Conditional Use (No Improvements) Review for the existing Atlantic Coast Recycling Center at 3001 Avenue D, and are hereby requesting that the City of Ft. Pierce reaffirm its prior recognition of this facility as being a lawfully operating recycling facility, subject to the lawful limitations of such classification.

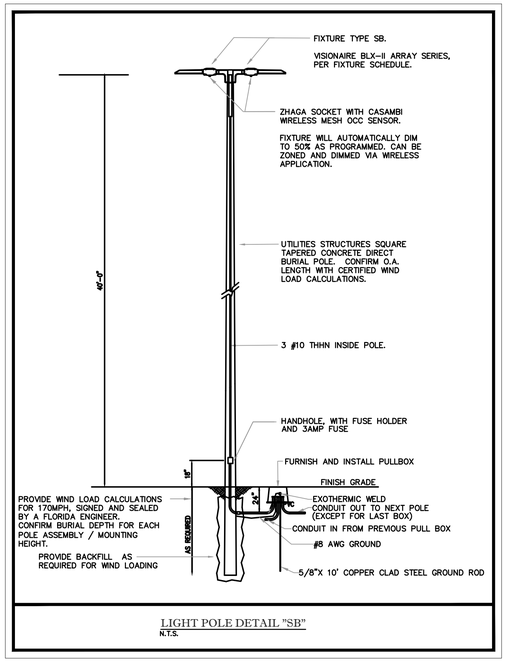
As part of the existing operations for Atlantic Coast Recycling are not proposed to be physically expanded, traffic impacts from this facility are expected to remain in the post condition, the same as they were prior to the City's initiation of this Conditional use with no improvements review requirement. As depicted on

the attached site plan, and as approved by the City in 2010, back in 2010, the total square footage of the Atlantic Coast Recycling Center is approximately 10,000 sq. feet (numbers are rounded). Applying the current ITE Trip Generation Rates for a Specialty Contractor ITE 11th Edition) to this existing facility results in estimated average annual daily trip impacts upon the adjacent Avenue D of 98 trips per day. The expected am peak period impacts are 20 trips and the estimated PM peak period trips are 22 trips. The adjacent segment of Avenue D is currently shown by the St. Lucie TPO to be operating at Level of Service C, which includes the existing trips being generated by the existing business operations at this center. As this application is for an updated Conditional Use Permit, with no associated improvements, it may be assumed that the anticipated new impacts from this operation onto the Local Street network is, '0'.

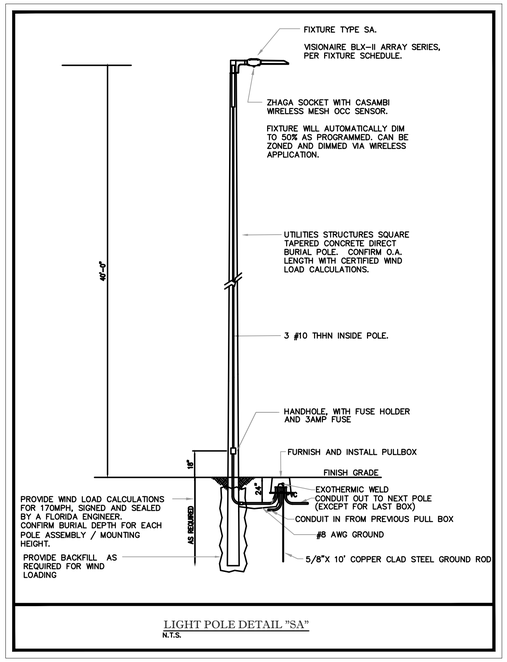


PHOTOMETRIC PLAN

1"=40'-0" NORTH



LIGHT POLE DETAIL "SB"
N.T.S.



LIGHT POLE DETAIL "SA"
N.T.S.

Luminaire Schedule

Project: ATLANTIC COAST RECYCLING SITE 07-31-2024

Symbol	Qty	Label	[MANUFAC]	Description	Arr. Lum. Lumens	LLF	Lum. Watts	Total Watts
	6	SA	Visionaire Lighting LLC	BLX-II-8-T4L-145L-4K-VOLT-AM-DIM POLE MOUNT 40' AFG	142014	0.900	1102	6612
	1	SB	Visionaire Lighting LLC	BLX-II-8-T4L-145L-4K-VOLT-AM-DIM POLE MOUNT 40' AFG	284028	0.900	1102	2204

Calculation Summary

Project: ATLANTIC COAST RECYCLING SITE 07-31-2024

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE & PARKING_Planar	Illuminance	Fc	6.57	19.8	1.8	3.65	11.00

ISSUED FOR REVIEW -
NOT FOR PRICING OR CONSTRUCTION

KAMM CONSULTING PROJECT #: 2024-0349
PROJECT MANAGER: JOHN MAYR

KAMM Consulting
405 Angle Rd
Fort Pierce, Florida 34947
Phone 772.448.0792
JMAYR@kammconsulting.com
Certification of Authorization #8189

PRINCIPAL
Bradly L Brown Florida License #58232

date

signed

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
# #	#	#
# #	#	#
# #	#	#
# #	#	#
# #	#	#
# #	#	#

ATLANTIC RECYCLING

PHOTOMETRIC PLAN

DATE:
HORIZ. SCALE:
VERT. SCALE:
SHEET E1.1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: APPLICANT/FILE

FROM: KEV FREEMAN, PLANNING DIRECTOR

RE: PZCON2024-00003 3301 AVENUE D – TRC PLANNING COMMENTS

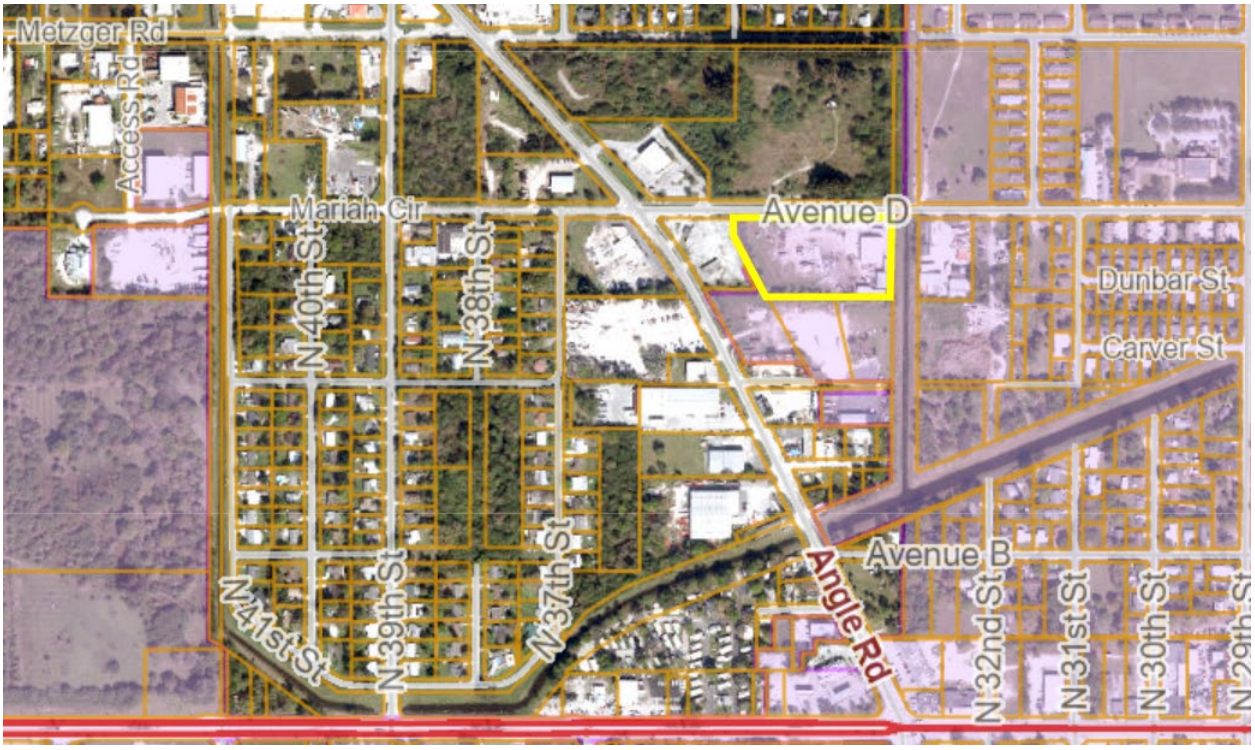
MEETING DATE: APRIL 17, 2025

RECOMMENDATION - **APPROVAL SUBJECT TO OTHER AGENCY COMMENTS**

General

A Conditional Use Application and process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

Site Location 3301 AVENUE D



ZONING I-1

FLU - I

Sec. 125-204. - Light Industrial Zone (I-1).

Purpose. **The purpose of this district is to provide for industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation**

facilities and other factors. Acceptable manufacturing, warehousing, heavy commercial and similar uses are encouraged. Uses in the district may perform a support role for uses in other industrial areas.

A Recycling Center is deemed to be a Conditional Use within the I-1 Zoning District.

At the time of annexation in 2008 (ORD L-68), the subject property was lawfully being used as a recycling collection center where ferrous and non-ferrous materials were collected, packaged and shipped out to material reprocessing centers.

In 2024, the City discontinued the collection of Business Tax Receipts. In its place, the City Commission established the requirement for a 'Certificate of Uses' for all businesses located in the City, that was to be renewed on an annual basis, similar to the old BTR process. As part of the new compliance review system, the Atlantic Coast property owners have been advised that they are required to complete a new local Conditional Use review (CU without improvements). The use of the property remains the same as it has been for the last 20, or so, years. No changes are proposed.

Landscaping:
Sec. 123-37. - General landscaping requirements. The site already incorporates a significant landscape and fence at its frontage with Avenue D.

Comments from other agencies and Departments will be uploaded to the Online Permitting System

NOTE:

Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

April 15, 2025

PROJECT: Atlantic Coast Recycling

REF: PZCON2024-00003

TO: Kev Freeman

FROM: Grant Chambers

The following comments are offered by SLC PW - Engineering:

1. Avenue D is the maintenance responsibility of the City within City limits. Any modifications to the driveway shall be permitted through the City.

Cc: Alicia Rosenthal

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS

C&T Project No.: 24-031
Sender's Email: ecoapman@ct-eng.com

December 24, 2024
VIA: ***email***

Mr. Vennis Gilmore,.
Planner
City of Fort Pierce
100 N US Hwy 1.
Fort Pierce, FL 34950

RE: Atlantic Coast Recycling – Conditional Use
City of Fort Pierce Project No.: PZCON2024-00003
TRC Meeting Response Resubmittal

Dear Mr. Gilmore:

On behalf of our client, Atlantic Coast Recycling please accept this in response to your comment letter dated December 3rd 2024 regarding the **Conditional Use** for the **Atlantic Coast Recycling** Project.

We have provided the following materials:

1. Updated Site Plan; and
2. Warranty Deed

Our itemized responses are as follows:

1. Comment Please resubmit with a Project Narrative, Design Review Narrative, Warranty Deed, and Traffic Impact Statement/Report
   Response:
   - **A. Project Narrative:**
     The Atlantic Coast Recycling Plant is requesting a supplemental activity of salvage to the existing recycling operations. Site improvements have been requested by the City to support this request. Those site improvements include; on-site parking, landscaping, and site lighting. The site improvements do not include proposed buildings, stormwater management, nor utility alterations.

   - **B. Design Review Narrative:**
     The proposed site improvements include; on-site parking with ADA parking and re-striping, landscaped parking area islands, and site lighting.

C. **See Note 21 on the revised Site Plan for the traffic Impact Statement The use is considered as (110) general Light Industrial based on ITE code 11th Edition. No increase in traffic volume is anticipated as a result of the supplemental operations addition.**

D. **See the attached Warranty Deed.**

Should you have any questions, please do not hesitate to contact me at (772)464-3537 ext. 104 or via the email address referenced above.

Sincerely,

CULPEPPER & TERPENING, INC.

Edgar Coapman, EI
Project Engineer

Enclosures: As listed above

Cc:

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Atlantic Coast Recycling – Conditional Use

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: June 1st, 2025

NOTICE BY MAIL: June 2nd, 2025

NOTICE BY SIGNS: May 7th, 2025

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE: **DATE:** June 2nd, 2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
JUN 10 2025
City Clerk's Office

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

06/01/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/01/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$123.20
Tax Amount:	$0.00
Payment Cost:	$123.20
Order No:	11351217
Customer No:	1126527
PO #:	LSAR0305833

# of Copies:
0

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, June 16, 2025, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following:

1. An application for an innovative, Minor Site Plan, submitted by A-Ok Construction to develop a single-story duplex. The proposed duplex will be developed on 0.31 acres of land located at 209 N. 18th Street, more specifically located at Parcel Control Number: 2409-606-0041-000-0.

2. An Application for a Conditional Use with No New Construction by Atlantic Coast Recycling, located at 3301 Avenue D, more specifically located at Parcel Control Number: 2408-214-0001-000-2.

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
June 1 2025
LSAR0305833

City Commission Regular Meeting - 5:05 PM **12. C.**

Meeting Date: 06/16/2025

Re: Proposed Ordinance 25-018, Contractors - Amending Chapter 103 Article III-"Contractors"

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 25-018 Amending Chapter 103, Article III "Contractors". FIRST READING

SUMMARY:

Proposed Ordinance reduces the number and type of certificates of competency that are provided by the City for local specialty contractors. This amendment is necessary for compliance with recently enacted state statutes which preempts most contractor licensing categories to the State. Further, the Ordinance proposes to reduce the number of members serving on the Board of Examiners of Contractors and requires said members to be residents of the city, in accordance with state statute.

RECOMMENDATION:

Staff recommends approval of proposed Ordinance 25-018 Amending Chapter 103, Article III "Contractors".

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Asst. Director of Building

COORDINATED WITH:

Sara Heges, City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: N/A
Amount: N/A
OTHER INFORMATION:

None at this time.

Attachments

Memo Contractor Licensing
Clean Copy 25-018 Ordinance

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	06/09/2025 02:37 PM
City Manager	Richard Chess	06/10/2025 02:45 PM

Form Started By: Coleen Hanson Started On: 05/27/2025 11:52 AM
Final Approval Date: 06/10/2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SHAUN COSS, ASSISTANT DIRECTOR OF BUILDING, BUILDING, BUILDING ADMIN

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: ORDINANCE 25-XXX, CONTRACTOR LICENSING

CAO RLS FILE: 25-70

DATE: MAY 5, 2025

I have reviewed the above request for legal services related to the Ordinance concerning contractor licensing provisions in the Code. The proposed Ordinance has been edited to include a reduction in members of the Board of Examiners of Contractors, per our discussions. Please note additional changes made, including:

1) The quorum requirement for the Board of Examiners was added back into the ordinance, as required by FSS 166.041 and discussed by the Attorney General in an opinion published in August 24, 2010 (AGO 2010-34). Thus, a minimum of 3 Board members will constitute a quorum.
2) A majority vote of the Board (3 members) will be required to make any decision. Having a majority vote of the total Board, rather than of those present, is in line with the other quasi-judicial boards of the City.
3) The Board members must be City residents. This is a change from the previous Code provision allowing the members to be County residents and is consistent with the reading of "local jurisdiction" in Chapter 489, Florida Statutes.
4) As the civil penalties amounts are being removed from the Code, a resolution must be passed simultaneously by the Commission setting the penalties amounts.

A redlined and clean copy of the Ordinance has been uploaded, and the clean copy is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

ORDINANCE NO. 25-018

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – CONTRACTORS, BY AMENDING SECTION 103-86 BY MODIFYING AND DELETING CERTAIN DEFINITIONS**; **AMENDING SECTION 103-88 BY CORRECTING REFERENCE TO STATE STATUTE CHAPTER 489**; **AMENDING SECTION 103-89 BY REDUCING THE NUMBER OF BOARD OF EXAMINERS OF CONTRACTORS MEMBERS, PROVIDING FOR APPOINTMENT, PROVIDING FOR OFFICERS, DELETING THE REQUIREMENT OF REQUIRED MEETINGS, AND RESTATING THE BOARD'S POWER TO ADOPT BY-LAWS AND RULES**; **AMENDING SECTION 103-131 BY PROVIDING FOR APPLICATION REQUIREMENTS**; **AMENDING SECTION 103-135 TO DELETE CERTAIN FEES AND TO PROVIDE FOR AN APPEAL FEE**; **AMENDING SECTION 103-136 TO REFERENCE STATE CERTIFIED SPECIALTY CONTRACTORS, AND PROVIDE FOR ALTERNATIVES AND EXEMPTIONS FOR PROVIDING PROOF OF BUSINESS TAX RECEIPT**; **AMENDING SECTION 103-141 BY PRECLUDING DISCIPLINE OF STATE CERTIFIED CONTRACTORS AND ELIMINATING AUTOMATIC STAYS ON APPEAL**; **AMENDING SECTION 103-142 BY SPECIFYING ACTS IN WHICH A REGISTERED OR LOCAL CONTRACTOR MAY BE REPRIMANDED, OR THEIR COMPETENCY CARD MAY BE SUSPENDED OR REVOKED**; **AMENDING SECTION 103-143 BY MODIFYING PROHIBITIONS OF UNLICENSED CONTRACTORS, PROVIDING FOR ISSUANCE OF CITATIONS BY THE BUILDING OFFICIAL OR THEIR DESIGNEE, AND PROVIDING FOR CIVIL PENALTIES TO BE ASSESSED IN AN AMOUNT ADOPTED BY RESOLUTION**; **AMENDING SECTION 103-144 BY DELETING ALL EMERGENCY LICENSING PROCEDURES PREEMPTING PROCEDURES TO THE STATE**; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 29, 2024, the Legislature of the State of Florida enacted Senate Bill 1142, preempting occupational licensing to the state and superseding local government licensing requirements with certain exceptions; and

WHEREAS, Section 489.117(4)(a)3., Florida Statutes allows for the City to continue to offer a license for aluminum gutters; siding; soffit or fascia; and fence installation so long as the City had such licensing requirement before January 1, 2021; and

WHEREAS, on January 17, 2017, the City of Fort Pierce, Florida adopted Ordinance 17-001, amending contractor license categories; and

WHEREAS, the City of Fort Pierce, Florida desires to reduce the number of board of examiners of contractors members to five (5) members, and restate its power to adopt by-laws and rules; and

WHEREAS, the City of Fort Pierce, Florida has determined it is necessary to amend sections of the Code of Ordinances herein for conformance and consistency with Florida State Statutes.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-86 – Definitions of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-86. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board of examiners or *board* means the board of examiners of contractors provided for in this article.

Certificate means a certificate of competency or a competency card.

Contractor (and the various classes of contractors) shall be defined as provided in F.S. §§ 489.105 and 489.505.

Owner-builder shall be defined as provided in F.S. §§ 489.103(7)(a) and ~~480.503(6)~~ 489.503(6). For the purposes of this chapter, the application for a building permit for the construction of more than one residence, duplex or commercial property in one year's time shall be construed as engaging in the construction business as an unlicensed contractor.

Specialty contractors shall be defined as provided in F.S. §§ 489.105. ~~means contractors who specialize in one or more of the crafts of the building construction and related contracting trades and whose scope of work and responsibility is limited to a particular phase of the building construction and related contracting trades as described in Florida Administrative Rule 61G4-15 or in this section. Specific requirements and license type for each classification, incorporated herein by reference, are listed on the city building department's webpage and are available in the building department.~~

~~*Acoustical/suspended ceiling contractor* means a contractor qualified to install, maintain, repair, alter or extend any acoustical/suspended acoustical ceiling system.~~

~~*Aluminum contractor with concrete* means a contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of accessories such as metal siding, soffits, gutters, awnings and prefabricated rooms. These contractors may also form, place reinforcing steel and miscellaneous steel and pour, place and finish concrete incidental to aluminum accessories. An aluminum contractor with concrete may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.~~

~~*Aluminum contractor without concrete* means a contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of accessories such as metal siding, soffits, gutters, awnings and prefabricated rooms. An aluminum contractor without concrete may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.~~

Aluminum siding contractor means a contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of aluminum siding, soffit, fascia and gutters. This work includes installation of insulation behind the siding and repair of the substrate incidental to the siding installation.

~~*Aluminum structure contractor* means a contractor whose services are limited to fabricating, assembling, handling, erecting, installing, dismantling, adjusting, altering, repairing, servicing and design work when not prohibited by law, in accordance with accepted engineering data and/or according to manufacturer's~~

~~specifications. The scope of work shall include and be limited to screened porches, screened enclosures, pool enclosures, pre-formed panel-post and beam roofs, mobile home panel roof-overs, residential glass window and door enclosures, vinyl panel window enclosures, single story self-contained aluminum utility storage structures (not to exceed 500 square feet) siding, soffit, fascia and gutters. It shall be limited to the construction of wood framing for the walls of uninhabitable utility storage structures, raised wood decks for enclosures and the repair and/or replacement of wood incidental to the aluminum construction work. The scope of work shall also include masonry concrete work and be limited to foundations, slabs and block kneewalls incidental to the aluminum construction work. Scope of work excludes any work that alters the structural integrity of the building, including, but not limited to, roof trusses, lintels, load-bearing walls, and foundations. An aluminum structure contractor may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.~~

~~*Apartment maintenance technician* means a contractor whose services are limited to apartment complexes with at least 100 apartments; equipment to be repaired is already installed on the property; equipment is commonly installed in similar locations; the equipment is not being modified except to replace components necessary to return the equipment to its original condition and the partial disassembly associated with the replacement. The equipment is repaired with new parts that are functionally identical to the parts being replaced. The individual repair does not involve replacement parts that cost more than $1,000.00. The repair may not be so extensive as to be a functional replacement of the electric water heater or the existing electric heating, ventilating, or air-conditioning system being repaired. For purposes of this section, an individual repair may not be part of a larger project that is divided into parts to avoid this restriction.~~

~~*Asphalt/concrete maintenance sealing and coating contractor* means a contractor qualified to fill potholes, coat an existing concrete or asphalt surface by squeegee, broom or mechanical applicator; and apply striping. Such contractor is not permitted to cut out existing concrete or asphalt for replacement; scope of work excludes paving.~~

~~*Canvas and fabric contractor* means a contractor qualified to manufacture, install, repair, maintain alter or extend canvas or other approved cloth/synthetic cover materials over a rigid metal frame or to any building or structure designed to be used as protection against sun and weather. Excludes aluminum and/or awning fabrication, installation and repair.~~

~~*Carpentry contractor* means a contractor qualified to install products in a building, including, but not limited to, rough framing, structural and nonstructural trusses, conventional rafters, metal framing, sheathing, wood decks and work of the finish carpentry contractor.~~

~~*Communication and sound system contractor* means a contractor qualified to install, maintain, repair, alter or extend wiring, apparatus, circuits and equipment operating at less than 50 volts, raceways, computer wiring, conduit for private telephone, cable television systems, intercom and public address systems. This contractor may connect to an existing power circuit beyond the last over current device, but shall not install burglar and fire alarm systems.~~

~~*Concrete forming and finishing contractor* means a contractor qualified to batch and mix aggregates, cement and water to agreed specifications, to construct forms and framework for the casting and shaping of concrete and pressure injected footings; to place and erect reinforcing steel and miscellaneous embedded steel; and to place, finish and coat concrete.~~

~~*Demolition contractor* means a contractor qualified to demolish and remove structures, such as dwellings, commercial buildings and foundations.~~

~~*Dredging contractor* means a contractor qualified to dredge using mechanical or hydraulic dredging methods and equipment; also provides for sediment disposal.~~

~~*Drywall contractor (gypsum drywall)* means a contractor qualified, and whose scope shall be limited to, the installation of gypsum drywall products to wood and metal studs. The scope also includes the installation of all necessary and incidental~~

~~metal accessories, including nonloadbearing metal studs, runners, hangers, channels, drywall metal suspension accessories and prefabricated ceiling materials; and the preparation of the surface over which drywall product is to be applied. This shall include the application of base and finish coats specifically designed for the gypsum drywall products.~~

~~*Excavation contractor* means a contractor qualified to excavate, trench, dig or remove materials such as rock, gravel and sand to construct or excavate canals, lakes, levees, including the clearing of land of surface debris and vegetation, the grubbing of roots, the removal of debris; and leveling of related surfaces.~~

~~*Exterior surface coating contractor* means a contractor qualified to lath and plaster, plaster and stucco or otherwise coat surfaces with a mixture of sand or other aggregate gypsum plaster, Portland cement plaster or quick-lime and water, or any natural or synthetic materials as to create a permanent surface coating. This contractor may also apply and affix metal lath or any other product prepared or manufactured, including the placing of metal studs and runners to which lath is to be applied, to provide key or suction bases for the support of the plaster coating.~~

Fence contractor means a contractor qualified to construct, install, maintain, repair, extend or alter fencing, including, but not limited to, metal, wood, vinyl, precast concrete and prefabricated fences, ~~child safety barriers~~ and automatic gates. Excludes electrical wiring and installation.

~~*Finish carpentry contractor* means a contractor qualified to install finished wood products in a building, including, but not limited to, paneling, trim, cabinetry, interior doors, and all hardware incidental thereto.~~

~~*Garage door installation contractor* means a contractor qualified to install, maintain, repair, alter or extend residential or commercial type garage doors, including all hardware and operating devices. Excludes electrical wiring and installation.~~

~~*Glass and glazing contractor* means a contractor qualified to select, cut, assemble and install all makes and kinds of glass and glass work; and execute the glazing frames, panels, sash and door, add holding metal frames, ornamental decorations, mirrors, tub and shower enclosures.~~

~~*Gunite contractor* means a contractor qualified to mix materials and apply gunite or shotcrete.~~

~~*Hurricane protection contractor* means a contractor qualified to fabricate, install, maintain, repair or replace exterior opening protection assemblies, including, but not limited to, shutters and awnings that are designed to protect residential and commercial structures from hurricane and storm force winds and wind-borne debris. This contractor may brace existing garage doors to comply with this code, but shall not install new garage doors. Excludes electrical wiring and installation.~~

~~*Insulation contractor* means a contractor qualified to install, maintain, repair, alter or extend any insulation primarily installed to prevent loss or gain of heat from internal or external sources in pipes, vessels, ducts or built-up refrigerated boxes or rooms. This scope includes acoustical insulation and radiant barriers.~~

~~*Irrigation sprinkler contractor* means a contractor qualified to install, maintain, repair, alter or extend, all piping, sprinkler heads, control system components, pump, and chemical injectors for irrigation of lawns and plant materials. Electrical work is limited to 50 volts except for connection of pigtailed equipment or replacement of identical controls and motors.~~

~~*Land clearing contractor* means a contractor qualified to clear the land of vegetation, the grubbing of roots, the removal of surface debris and leveling of the surface lands incidental to the land clearing action.~~

~~*Lightning protection systems contractor* means a contractor qualified to install, maintain, repair or alter any lightning protection system, including all terminals, conductors, ground rods, fittings and all other system fastenings, connections and bonding necessary to complete a system designed to protect structures and open spaces. Excludes electrical wiring and installation.~~

~~*Marine contractor* means a contractor qualified with the experience and skill to construct, maintain, alter, install or repair seawalls, rip rap walls, bulkheads, revetments, docks, piers, wharfs, groins, boat lifts, davits, dune crossovers and other marine structures, including pile driving framing, concrete, masonry, dredge and fill. Excludes electrical wiring and installation.~~

~~*Masonry contractor* means a contractor qualified to select, cut and lay brick, concrete block, horizontal reinforcement incidental to the placement of the units or any other unit masonry products, lay brick and other baked clay products, rough cut and dress stone, artificial stone and precast blocks, structural glass brick or block, but shall not place, pour or finish concrete.~~

~~*Metal building contractor* means a contractor qualified to erect single story metal buildings, including site work, concrete, masonry, siding, roofing, windows and doors. Excludes the scope of electrical, plumbing, gas and HVAC.~~

~~*Painting and decorating contractor* means a contractor qualified to prepare surfaces, apply paints by any method, brush, roller or sprayer; coatings and other finishes; all types of faux finish applications, paper hanging, sandblasting, waterproofing, cleaning and painting of roofs.~~

~~*Paver brick/paver block system contractor* means a contractor qualified with the knowledge, skill and experience to prepare the base, provide for proper drainage, to select, cut and lay paver units. The contractor shall not place or finish concrete, except that which is required for the placing of the paver system. The contractor shall subcontract any additional concrete work over and above that which is required by the manufacturers' specifications for paver unit installation to a qualified contractor.~~

~~*Paving contractor* means a contractor qualified with asphalt and concrete experience and skill to construct roads, airport runways and aprons, parking lots, driveways, sidewalks, curbs and gutters, property line walls, storm drainage facilities, paver brick/paver brick systems and to perform the excavating, clearing and grading incidental thereto.~~

~~*Pile driving contractor* means a contractor qualified to drive piling, including sheet piling and construction foundations, including the excavating, forming and placing of reinforcing steel and concrete and performing other work incidental thereto.~~

~~*Pre-stressed, pre-cast concrete erection contractor* means a contractor qualified to erect structural precast concrete units such as deck, beams, girders, walls columns and stairs that are or may be used as structural members for buildings and structures, including welding and rigging in connection therewith and to erect precast concrete systems for guard rails and decorative panels above the ground floor, including such minor field fabrication as may be necessary.~~

~~*Reinforcing steel contractor* means a contractor qualified to fabricate, place and tie steel reinforcing bars (rods) of any profile, perimeter, or cross-section that are or may be used to reinforce concrete buildings and structures in such a manner that under all agreed specifications, steel reinforcing bars (rods) for concrete building and structure can be fabricated, placed and tied.~~

~~*Siding, window and door contractor* means a contractor qualified to install siding, windows and doors including vinyl, wood or aluminum siding, and all types of windows and doors. This includes the work necessary to prepare or repair the substrate to accomplish proper installation, but excludes any structural alterations.~~

~~*Sign contractor, non-electrical,* means a contractor qualified to install, paint, repair, add to or change interior or exterior nonelectrical signs according to the building code.~~

~~*Structural steel erection contractor* means a contractor qualified to erect structural steel shapes and plates, including such minor field fabrication as may be necessary of any profile, perimeter or cross-section that are or may be used as structural members for buildings and structures, including riveting, welding and rigging, only in connection therewith.~~

~~*Tile and marble contractor* means a contractor qualified to prepare the base and set tile and marble.~~

~~*Tile, terrazzo and marble contractor* means a contractor qualified to prepare the base, set, repair and refinish tile, terrazzo and marble.~~

~~*Tree removal contractor* means a contractor qualified to trim, prune, plant, and remove trees; includes climbing trees and ladders for the purpose of trimming and related work.~~

~~*Welding contractor* means a contractor qualified with experience in fabrication or sculpturing processes that join materials, usually metals or thermoplastics, by causing fusion.~~

State certification means certification of a contractor by examination from the state construction industry licensing board as provided in section F.S. §§ 489.111 and 489.511.

SECTION 2. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-88 – Exemptions of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-88. Exemptions.

This article shall not apply to exemptions as provided for in ~~F.S. §§ 489.103 and 489.503.~~ chapter 489, Florida Statutes.

SECTION 3. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-89 – Board of examiners of contractors - Members; officers generally; meetings; rules of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-89. Board of examiners of contractors—Members; officers generally; meetings; rules.

(a) *Membership.* There shall be appointed by ~~a majority vote of~~ the city commission a board of examiners of contractors, consisting of ~~nine~~ five members who have been residents of the ~~county~~ city for at least two years. ~~prior to the date of their appointment. The term of office of each member of the board shall be for four years, but the city commission may remove any member of the board without cause, notice or hearing. After having served four consecutive terms, a member shall not be eligible for reappointment to the board for a period of two years. Members appointed to fill vacancies caused by death, resignation or removal shall serve during the unexpired terms of their predecessors.~~ The board shall consist of ~~three~~ two consumer representatives, and ~~six~~ three members licensed in the state from any of the following fields: architect; engineer; swimming pool, roofing, or other specialty contractor; general, residential, or building contractor; electrical contractor; plumbing contractor; or mechanical or air-conditioning contractor. The consumer representatives may be any resident of the city who is not, and has never been, a member or practitioner of a profession regulated by the board or a member of any closely related profession. Each member of the city commission shall appoint one member to serve concurrently with the appointee's term. Any member may be removed with or without cause by the city commission, without notice or hearing.

(b) *Officers.* The board shall elect a chairperson and a vice-chairperson ~~such other officers as may be necessary from among its members.~~, who shall serve in such capacity for a term of one year and until their successor has been selected. The chairperson, or in the chairperson's absence, the acting chairperson, may administer oaths and compel the attendance of witnesses.

(c) ~~The board shall hold not less than four regular meetings each fiscal year, one in July, one in October, one in January and one in April. The meetings shall be called by the chairperson of the board and in his absence by the vice-chairperson of the board. Absence from two consecutive meetings of the board shall vacate the seat of that member, unless such absence is excused by the board.~~ *Meetings.* Meetings of the board of examiners of contractors shall be held at the call of the chairperson

and at such other times as the board may determine necessary. All meetings shall be open to the public. The board shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. It shall also keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the City Clerk and shall be public record. Additional rules shall be adopted by the board for the transaction of its business which are consistent with the terms of this chapter and other applicable laws.

~~(d) The board shall have the authority to make such by-laws, and procedural rules necessary to the orderly conduct of its meetings. Any such rule must be consistent with the Charter and ordinances of the city, and both state and federal law.~~

(~~e~~d) ~~Six~~ A majority of the members of the board shall constitute a quorum and a majority vote of the board members ~~those present~~ shall be required to make any decisions.

SECTION 4. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-90 – Board of examiners of contractors - Secretary; duties; authority of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-90. Board of examiners of contractors—Secretary; duties; authority.

The building official, or his or her designee, shall serve as the secretary of the board. The secretary shall keep a record of all the proceedings of the board, together with the necessary register showing all applicants for examination and licenses, showing thereon for each the date of application, name, qualifications, place of business and place of residence and whether the application was granted or refused. Such secretary shall prepare a roster of all contractors who have been granted a certificate as required in this article, in accordance with the provisions hereof.

SECTION 5. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-131 – Certificate of competency; manner of obtaining of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-131. Certificate of Competency; manner of obtaining.

A contractor's certificate of competency shall be obtained in the following manner:

(1) Any person required or desiring to be qualified as a contractor shall ~~make application on a~~ file an application on a standard application form provided by the city. A non-refundable application fee as provided in section 103-135 of this article shall be paid upon submittal of the application. The application shall be retained by the city together with all supporting papers.

(2) Should the applicant be a business organization, the application shall be executed by the president or one legally qualified to act for the business organization, who shall show his authority to so act on the application, and shall name an authorized agent on behalf of the business organization showing his authority.

a. To act for the business organization in all matters in any manner connected with the contracting business.

b. To take the qualifying examination for the business organization, unless holding a current certificate of competency of the class and type necessary.

The business organization shall be qualified only through the qualifications of such agent taking the examination, or through an agent currently qualified and if the agent (qualifier) shall sever his affiliation with such business organization, the certificate of competency held by such business organization shall be automatically cancelled. The agent (qualifier) shall be restricted to the work of a business organization he is currently qualifying.

(3) No application shall be considered by the board unless the applicant provides all information required by 5:00 p.m. on the Tuesday prior to the scheduled board meeting, which shall include:

a. A statement of applicant's proposed contracting business.

b. The type of certificate being applied for.

c. The name, residence and business address of applicant.

d. If applicant is a business organization, the name and business address of the business organization, the name and residence of all directors and officers and their interest therein and the name and address of the applicant's qualified representative and information contained above. If applicant is a business organization, the certificate of incorporation.

e. A sworn financial statement of the applicant, a credit report submitted directly from the credit reporting agency and an agreement authorizing the secretary of the board to obtain from any source dealing with the applicant, even though confidential, such additional information concerning the applicant's financial condition as the secretary deems necessary. The financial statement and credit report shall not be older than six (6) months at the time of submittal.

f. A sworn list of businesses owned and operated or managed by applicant or in which the applicant has had an interest of any kind, or been employed by, during the past five (5) years and the addresses of these businesses.

g. Three (3) letters of recommendation from reputable persons in a business or profession, not related by blood or marriage to the applicant, vouching for the applicant's reputation as to honesty, integrity and good character.

h. A sworn statement under oath that the applicant has not been convicted of a misdemeanor involving moral turpitude or felony during the past five (5) years and that he is not presently charged with committing a felony or misdemeanor involving moral turpitude; if this is not the case, applicant shall specify the details of the conviction or charge.

i. That the applicant has a practical and working knowledge of the statutes of the state and ordinances of the city applicable to the business in which he seeks to engage, including but not limited to the zoning and building codes of the city.

j. That the applicant has a practical and working knowledge of the business of contracting or subcontracting in which he seeks to engage.

k. An original and complete certificate of insurance issued by an insurance company authorized to do business in the State of Florida, as required in section 5-47.

l. Copy of a current business tax receipt<u>, or certificate of use</u> issued by a county or municipality<u>, or; proof that the county and/or municipality in which the applicant’s proposed contracting business is located does not require a business tax receipt or certificate of use</u>.

m. Proof of having obtained a score of seventy (70) per cent or higher on the required contractor competency examinations or the required general specialty examinations. A letter of reciprocity in accordance with section 5-48 shall be accepted.

SECTION 6. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-135 – Fees of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-135. Fees.

(a) Contractors shall pay the following fees for a certificate of competency. All such fees shall be in the amount established by resolution.

(1) Application for a certificate of competency: non-refundable fee.

(2) Initial issuance of a certificate of competency for contractors, other than those with current certification issued by the state construction industry licensing board or state electrical contractors' licensing board, charged in addition to the fee of a temporary certificate of competency, if applicable.

(3) A certificate may be renewed upon payment of an annual renewal fee on or before September 30 (hereinafter referred to as the "renewal due date"). All certificates not renewed on or before the renewal due date shall be considered delinquent and subject to a delinquency penalty as follows: 25 percent of the annual renewal fee if paid within three months of the renewal due date; 50 percent of the annual renewal fee if paid within four to six months of the renewal due date; 75 percent of the annual renewal fee if paid within seven to nine months of the renewal due date; and double the annual renewal fee if paid within ten to 12 months of the renewal due date.

~~(4) Replacement competency card.~~

(b) Contractors having a current valid certificate of competency shall pay the following fees in the amount established by resolution for a change to the status of the certificate:

(1) Placement of certificate of competency into inactive status.

(2) Return inactive status of a certificate of competency to active status.

(3) Change from business entity to another business entity.

(4) Amend filed business organization name to another.

(5) Change from an individual to a qualifying business.

(6) Change from a qualifying business to an individual.

(7) Business name change.

(8) Qualify an additional business entity.

(c) Miscellaneous fees:

(1) Service user fee.

~~(2) Letters of reciprocity.~~

(~~3~~2) Temporary certificate of competency pursuant to section 103-138(b).

(3) Appeal of a decision by the board.

~~(4) Emergency certificate of competency pursuant to section 103-144.~~

~~(5) Sponsorship fee per exam.~~

(d) All fees are non-refundable.

SECTION 7. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-136 – State Certified Contractors of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-136. State Certified Contractors.

(a) A state certified contractor or state certified specialty contractor who possesses a certificate of competency issued by the state department of professional regulation may contract in any jurisdiction in the state without being required to fulfill the competency requirements of that jurisdiction.

(b) A state certified contractor or state certified specialty contractor shall present to the building official at the time of each application for a building permit or related permit evidence of current state certification; ~~proof of a current business tax receipt for a primary place of business,~~ copy of a current business tax receipt or certificate of use issued by a county or municipality; or proof that the county and/or municipality in which the contracting business is located does not require a business tax receipt or certificate of use; and an original certificate of insurance as required in section 103-137.

(c) Voluntary application for a competency card may be made by a state certified contractor or state certified specialty contractor who desires the city to maintain ~~his~~ records on file. ~~He~~ The contractor shall complete the appropriate application form, attach a copy of ~~his~~ current state certification; ~~a copy of his current business tax receipt for a primary place of business,~~ copy of a current business tax receipt, or certificate of

use issued by a county or municipality; or proof that the county and/or municipality in which the contracting business is located does not require a business tax receipt or certificate of use; and provide an original certificate of insurance required in section 103-137; and pay a service user fee as provided in section 103-135, to have such documents stored and kept on file to avoid the requirement of presenting such documents for every permit sought as provided in section 103-135.

SECTION 8. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-140 – Types of discipline of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-140. Types of discipline.

(~~1~~a) *Reprimand.* The board may order a reprimand for minor misconduct by a respondent. A reprimand shall state findings of the board that the conduct of the respondent, falls below the acceptable standards of conduct in the business of contracting but does not justify suspension or revocation of the competency card. A memorandum of such reprimand shall thereafter be made a part of the record of the proceedings and a part of the respondent's record maintained by the city.

(~~2~~b) *Suspension.* The board may suspend the certificate of competency of the respondent for a definite period of time. During such suspension, the respondent shall not requalify to obtain a certificate of competency within the city. Upon the expiration of the suspension period and the satisfaction of all conditions accompanying the suspension, the respondent shall become eligible to apply for reinstatement of ~~his~~ the certificate of competency. If any disciplinary actions have resulted in a suspension of 180 days, or longer, the application shall be subject to the same requirements as though the applicant were applying for an original certificate of competency, including the payment of fees.

(~~3~~c) *Revocation.* The board may revoke the respondent's certificate of competency. No application for reinstatement or the issuance of a new certificate of competency may be accepted or considered by the board within five years after the date of revocation.

(4d) *Other certificates.* If the board suspends any certificate of competency held by any contractor it may, simultaneously, suspend or revoke any other certificate of competency issued by the city to that contractor.

(~~5~~e) *Work in progress.* The board may permit any disciplined contractor to complete projects for which a building permit has been issued, even though the competency card upon which said permit was issued has been suspended or revoked.

SECTION 9. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-141 – Disciplinary procedures of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-141. Disciplinary procedures.

(a) Any person, including, but not limited to, the building official of the city, may ~~p~~refer charges against the holder of a contractor's certificate of competency issued pursuant to the provisions of this subchapter. ~~or a contractor certified by the state.~~ Such charges shall be made in writing and sworn to by the complainant or complaining witness and submitted to the building official. The building official shall mail a copy of such charges to the respondent within 15 days from the receipt thereof.

(b) The complaint shall be referred to the board for a hearing on the complaint. ~~p~~Proceedings of the board may be informal in nature and the board shall not be bound by the rules of evidence. The board shall be entitled to rely on such evidence as is regularly relied upon in the ordinary course of the conduct of business.

(c) The proceedings shall not be delayed, deferred or suspended without the approval of the board even though the respondent is made a party of civil litigation, or is a defendant or is acquitted in a criminal action, notwithstanding that either of such proceedings involves the subject matter of the investigation.

(d) At the hearing the respondent and complainant shall be allowed to testify and to produce evidence and other witnesses in his behalf. The respondent and complainant may be accompanied by counsel. The respondent and complainant shall be given an opportunity to make a statement personally or by counsel, verbally or in writing, sworn or unsworn, explaining, refuting or admitting the alleged charges. The respondent and complainant shall be granted the right to be present at any hearing when evidence is to be presented to the board of examiners of contractors and to call witnesses or present evidence and to cross-examine, subject to reasonable limitation.

(e) If the respondent admits to the alleged charges the board may immediately make a finding of violation without further testimony. If the respondent fails to appear, the board may make its determination based upon the sworn complaint.

(f) Upon conclusion of the formal hearing, the board shall make a determination. If the respondent is found to be guilty of misconduct by the board, the board shall thereupon enter its findings, an order of guilt and determine the proper disciplinary action to be imposed upon the respondent.

(g) If a complaint is brought against a respondent whose competency card is in a state of expiration, or expires prior to the hearing, the proceedings on the complaint shall be stayed; provided, however, that the competency card may not be renewed, re-issued or activated until the board has disposed of the complaint.

(h) Quorum/vote. No fewer than ~~six~~ three members shall constitute a quorum. All findings of guilt and recommendations of discipline shall be by affirmative vote of a majority of the ~~committee~~ board.~~, which majority must number at least four members.~~

(i) *Appeal.* Any decision of the board imposing disciplinary action on a respondent may be appealed by the respondent to the city commission within 15 days of the date of the board's decision; provided, however, a written notice of such appeal shall be filed with the city clerk within such a period of time. The city clerk shall notify all interested parties of the date fixed for hearing the appeal, which date shall be not less than 30 days after the date of the filing of the notice of appeal. The hearing on appeal shall be, to the extent possible, upon the record and shall not be a hearing de novo. The city commission shall review the transcript of the hearing before the contractors examining board together with any tangible evidence considered by the board that determined its decision. The city commission may also entertain any additional testimony or evidence offered by the respondent or other interested party that was not brought out at the board hearing.

(j) *Stay on appeal.* ~~Any decision of the board imposing disciplinary action upon a respondent, other than revocation, which has been appealed by the respondent shall be automatically stayed upon receipt of the written notice of appeal by the city clerk.~~ An appeal does not automatically stay enforcement of the appealed order.

SECTION 10. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-142 – Ground for discipline of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-142. Grounds for ~~revocation or suspension~~ discipline.

The board shall have the power, in addition to all other powers provided for in this division, to issue a reprimand, or suspend or revoke ~~or suspend~~ the certificate of any

contractor approved hereunder, who shall be found to have violated any one or more of the following acts or omissions:

(~~1~~a) Obtaining a certificate by fraud or misrepresentation;

(~~2~~b) Committing fraud or deceit in the practice of contracting;

(~~3~~c) Committing incompetency or misconduct in the practice of contracting;

(4d) Committing gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property;

(~~5~~e) Abandoning a construction project in which the contractor is engaged or under contract as a contractor. A project may be presumed abandoned after 90 days if the contractor terminates the project without just cause or without proper notification to the owner~~, including the days;~~.

(~~6~~f) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer. Financial mismanagement or misconduct occurs when:

~~a~~1. Valid liens have been recorded against the property of a contractor's customer for supplies or services ordered by the contractor for the customer's job; the contractor has received funds from the customer to pay for the supplies or services; and the contractor has not had the liens removed from the property, by payment or by bond, within 75 days after the date of such liens;

~~b~~2. The contractor has abandoned a customer's job and the percentage of completion is less than the percentage of the total contract price paid to the contractor as of the time of abandonment, unless the contractor is entitled to retain such funds under the terms of the contract or refunds the excess funds within 30 days after the date the job is abandoned; or

~~c~~3. The contractor's job has been completed, and it is shown that the customer has had to pay more for the contracted job than the original contract price, as adjusted for subsequent change orders, unless such increase in cost was the result of circumstances caused by the customer, or was otherwise permitted by the terms of the contract between the contractor and the customer.

(~~7~~g) Substantial departure from, or disregard, of, plans or specifications without consent the owner or ~~his~~ duly authorized representative;

(~~8~~h) Knowingly or deliberately disregarding or violating any applicable building codes or laws of the state, county or the city;

(~~9~~i) Willfully and deliberately engaging in a type or class of contracting for which the contractor is not licensed or registered;

(~~10~~j) Being disciplined by the state or any other municipality or county;

(~~11~~k) Failing to actively supervise construction projects for which the contractor has applied for and obtained a building permit; or for projects for which the contractor is, by contract, responsible;

(~~12~~l) Contracting with persons or business organizations not having a certificate of competency issued by the city for work or services to be performed within the city when said persons or business organizations are required by this chapter to possess such a certificate of competency in order to perform the contracted work or services;

(~~13~~m) Proceeding on any job without obtaining the applicable building department permits and inspections;

(~~14~~n) Being convicted or found guilty, by judge or jury in court of competent jurisdiction, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting; ~~and~~

(~~15~~o) Knowingly combining or conspiring with an uncertified or unregistered person by allowing his certificate or registration to be used by the uncertified or unregistered person with intent to evade the provisions of this Code. When a certificate holder or registrant allows his certificate or registration to be used by one or more business organizations without having any active participation in the operations, management, or control of such business organizations, such act constitutes prima facie evidence of an intent to evade the provisions of this Code.

SECTION 11. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-143 – Prohibitions; penalties and enforcement of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-143. Prohibitions; penalties and enforcement.

(a) It shall be unlawful for any person to:

(~~1~~) 1. Falsely hold himself or a business organization out as a certificate holder, registrant or holder of a certificate of competency issued by the board;

(~~2~~) 2. Falsely impersonate a certificate holder or registrant or the holder of a certificate of competency issued by the board;

(~~3~~) 3. Present as his own the certificate, registration, or certificate of competency of another;

(~~4~~) 4. Knowingly give false or forged evidence to the board or member thereof for the purpose of obtaining a certificate of competency;

(~~5~~) 5. Use or attempt to use a certificate, registration or certificate of competency which has been suspended or revoked;

(~~6~~) 6. Engage in the business of, ~~or~~ act in the capacity of, or advertise themselves or a business organization as available to engage in the business of a certified contractor, certified specialty contractor, aluminum siding contractor or fence contractor ~~advertise himself or a business organization as available to engage in the business or act in the capacity of a contractor~~ without being duly registered, certified or the holder of a certificate of competency;

(~~7~~) 7. Operate a business organization engaged in contracting after 60 days following the termination of its only qualifying agent without designating another primary qualifying agent;

(~~8~~) 8. Commence or perform work for which a building permit is required pursuant to this chapter without such building permits being in effect;

(~~9~~) 9. Willfully or deliberately disregard or violate any city or county ordinance relating to uncertified or unregistered contractor;

(~~10~~) 10. Act in the capacity of a contractor different from the scope of work for which the contractor is registered, certified, state certified or the holder of a certificate of competency to perform;

(~~11~~) 11. Fail to secure required inspections;

~~(12)~~ 12. Willfully and deliberately obtain or attempt to obtain a permit for an entity unregistered or unlicensed.

(b) The building official~~, the deputy building official, building inspectors, and licensing investigators of the city~~ or his or her designee, ~~are~~ is hereby designated, authorized and charged with enforcement responsibilities to enforce the provisions of F.S. §§ 489.127(1), 489.132(1), and 489.531(1) and this article, against persons who engage in activities for which a city certificate of competency is required.

~~(1)~~ 1. The enforcement authorities designated herein may issue a citation, as provided herein, for any violation of F.S. §§ 489.127(1), 489.132(1), and 489.531(1) and this article whenever, based upon personal investigation, the enforcement officer has reasonable and probable grounds to believe that such a violation has occurred.

~~(2)~~ 2. The citation issued by an enforcement officer pursuant to this section shall be in the form prescribed by the city commission, which form shall state:

a. The time and date of issuance.

b. The name and address of the person to whom the citation is issued.

c. The time and date of the violation.

d. A brief description of the violation and the facts constituting reasonable cause.

e. The name of the enforcement officer.

f. The procedure for the person to follow in order to pay a civil penalty or to contest the citation.

g. The applicable civil penalty if the person elects not to contest the citation.

(c) 1. The maximum civil penalty which may be levied pursuant to any citation shall not exceed $2,500.00. The monies collected pursuant to this section shall be retained by the city and shall be set aside in a specific fund to support future enforcement activities against unlicensed contractors.

2. The civil penalty to be assessed when issuing a citation shall be in the amount established by resolution.

(d) ~~(1)~~ 1. The act for which a citation is issued shall be ceased upon the receipt of the citation.

~~(2)~~ 2. The person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within ten days of receipt of the citation, exclusive of weekends and legal holidays, request in writing an administrative hearing before the special magistrate to appeal the issuance of the citation by the enforcement officer and specify in such written request the grounds for such appeal.

~~(3)~~ 3. Failure of the violator to appeal the decision of the enforcement officer within the time period set forth herein shall constitute a waiver of the violator's right of an administrative hearing. A waiver of the right to an administrative hearing shall be deemed an admission of the violation and penalties may be imposed accordingly.

~~(4)~~ 4. If the person issued the citation or his designated representative shows that the citation is invalid or that the violation has been corrected prior to appearing before the special magistrate, the special magistrate may dismiss the citation unless the violation is irreparable or irreversible.

~~(5)~~ 5. Each day a willful, knowing violation continues shall constitute a separate offense under the provisions of this section.

~~(6)~~ 6. If the special magistrate finds that a violation exists the special magistrate may order the violator to pay a civil penalty of not less than the amount set forth on the citation, but not more than $2,500.00 per day for each violation. In determining the amount of the penalty the special magistrate shall consider the following factors:

a. The gravity of the violation.

b. Any action taken by the violator to correct the violation.

c. Any previous violations created by the violator.

~~(7)~~ 7. Upon written notification by the enforcement officer that a violator has not contested the citation or paid the civil penalty within the time frame allowed on the citation the special magistrate shall enter an order ordering the violator to pay the civil penalty set forth on the citation and a hearing shall not be necessary for the issuance of such order.

~~(8)~~ 8. A certified copy of an order imposing a civil penalty against an unlicensed contractor may be recorded in the public records and thereafter shall constitute a lien against any real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state including a levy against personal property; however, such order shall not be deemed to be a court judgment except for enforcement purposes. After three months from the filing of any such lien which remains unpaid, the special magistrate may authorize the foreclosure on the lien. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under section 4, article X of the state constitution.

~~(9)~~ 9. An aggrieved party, including the city, may appeal a final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the order appealed.

~~(10)~~ 10. All notices required by this section shall be provided to the alleged violator by certified mail, return receipt requested; by hand-delivery by the sheriff or other law enforcement officer or enforcement officer; by leaving the notice at the violator's usual place of residence with some person of his family above 15 years of age and informing such person of the contents of the notice; or by including a hearing date within the citation. Notice of the special magistrate hearing shall be provided by U.S. and certified mail.

~~(11) Any person who willfully refuses to sign and accept a citation issued by an enforcement officer commits a misdemeanor of the second degree punishable as provided by F.S. § 775.082 or 775.083.~~

(e) Nothing contained herein shall prohibit the city from enforcing its codes or ordinances by any other means.

~~(f) The schedule of penalties to be assessed by the enforcement officer when issuing a citation shall be as follows:~~

~~***Penalties for Contractor Violations***~~

~~Number of Violations~~	~~Licensed Contractor Penalty~~	~~Unlicensed Contractor Penalty~~
~~First offense~~	~~$500.00~~	~~$500.00~~
~~Second offense~~	~~$1,000.00~~	~~$1,250.00~~
~~Third and subsequent offenses~~	~~$1,500.00~~	~~$2,500.00~~

SECTION 12. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-144 – Emergency licensing procedures of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-144. ~~Emergency licensing procedures.~~ Reserved.

~~(a) The purpose of this section is to define procedures for the licensing of contractors entering the city to perform construction as defined in F.S. ch. 489, during and immediately following a declared state of emergency as a result of severe damage to the structures in the community resulting from a hurricane or catastrophic storm.~~

~~(b) Upon the declaration of a state of emergency by the governor of the state or the mayor, the building official shall conduct a damage assessment to determine the need for the initiation for emergency licensing procedures which would allow contractors to temporarily work within the city to rebuild, repair or assist in the rebuilding and repairing of the damage caused by the event.~~

~~(c) If deemed necessary due to the extent of damage caused by the event, the building official may temporarily suspend existing requirements for obtaining a local contractor's license and institute the following procedures:~~

~~(1) The building official shall honor, upon display, all current state certified contractor competency cards.~~

~~(2) The building official shall be authorized to cause to be issued emergency city competency cards to all existing county- and city-licensed contractors.~~

~~(3) The building official, or his designee, shall be authorized to issue emergency city competency cards to contractors or subcontractors from other jurisdictions, inside the state, whose licensing requirements are substantially comparable to the licensing requirements of the city. The burden of proving the similarity of the licensing requirements shall be on the contractor applying for a temporary competency card.~~

~~(4) Emergency competency cards issued by the d building official pursuant to this procedure shall be valid for a period of 120 days unless earlier revoked by the building official.~~

~~(5) During the period of 120 days during which an emergency competency card is valid, the contractor or subcontractor shall provide the building official with the necessary background checks and licensing information for presentation to the contractor's licensing board.~~

~~(6) The issuance of any emergency competency card and any subsequent regular competency card shall be contingent upon the payment of the appropriate application fees in effect at the date of application.~~

~~(7) The building official is authorized, at his discretion, to extend an emergency competency card for one additional 120-day period.~~

~~(d) The building official may refuse to issue an emergency competency card or may revoke an emergency competency card for any of the following actions on the part of a contractor:~~

~~(1) Working without benefit of a competency card.~~

~~(2) Contracting without building permits.~~

~~(3) Failing to call for proper inspections in a timely manner.~~

~~(4) Violation of any city codes.~~

SECTION 13. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 14. If any provision of this Ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct and independent provisions to the fullest extent possible.

SECTION 15. This ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-018 was duly advertised by title only in the St. Lucie News Tribune on XXX; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, June 16, 2025; and was duly introduced, read by title only, and passed on second and final reading on Monday, July 7, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida this 7th day of July, 2025.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

City Commission Regular Meeting - 5:05 PM **12. D.**

Meeting Date: 06/16/2025

Re: Proposed Ordinance 25-019 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances Entitled "Building Fees."

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 25-019 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances Entitled "Building Fees." FIRST READING

SUMMARY:

Proposed Ordinance will provide clarification of requirements and fees for building permit and plan review fees. There are no new fees or increases to fees being proposed.

RECOMMENDATION:

Staff recommends approval of proposed Ordinance 25-019 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances entitled "Building Fees."

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Asst. Director of Building

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: N/A
Amount: N/A
OTHER INFORMATION:

None at this time.

Attachments

Clean Copy 25-019 Permit Fees
Memo Permit Fees 25-019

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	06/09/2025 02:37 PM
City Manager	Richard Chess	06/10/2025 02:44 PM

Form Started By: Coleen Hanson
Started On: 05/27/2025 12:22 PM
Final Approval Date: 06/10/2025

ORDINANCE NO. 25-019

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 103, ARTICLE II "BUILDING CODE", DIVISION 2 OF THE CODE OF ORDINANCES ENTITLED "PERMIT FEES", SECTION 103-53** PROVIDING FOR PERMIT FEES AND PLAN REVIEW FEES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida State Statute § 553.80(7) provides in part, that a schedule of reasonable fees shall be provided to be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code; and

WHEREAS, the Code of Ordinances also provides for fees to be assessed to carry out other departmental responsibilities outside of the purview of the Florida Building Code; and

WHEREAS, said schedule of fees shall be amended from time to time to provide adequate funding for all services provided.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 103, Article II, Division 2 of the Code of Ordinances, is hereby amended as follows:

Sec. 103-53. – Permit and plan review fee schedule.

Fees for the following shall be as established by resolution.

(1) Permit Fees.

a. Additions, new buildings, manufactured buildings, mobile homes, sitework.

1. Commercial.

2. ~~Residential.~~ Commercial sitework.

3. Residential.

4. Residential sitework.

b. After the fact permit (work already started or completed).

c. All other construction except flat rate permits as noted below.

d. Demolitions.

1. Residential structures.

2. Miscellaneous residential demolition- including but not limited to interior demolition, fences, outbuildings, pools, other attached structures.

3. Commercial structures.

4. Miscellaneous commercial demolition- including but not limited to interior demolition, fences, outbuildings under 500 square feet, pools, signs, other attached structures.

e. Flood Development permit.

f. Moving of structures.

g. Residential flat fee permits:

1. Electric (not including photovoltaic).

2. Fence.

3. Mechanical (a/c change out only).

4. Plumbing (water heater replacement or re-pipe only).

h. Temporary construction trailer, sales trailer, office trailer.

i. Temporary power pole or temporary underground service agreement.

j. Temporary tent.

k. Temporary miscellaneous permit with an inspection.

(2) Plan Review Fees.

a. First plan review.

1. New residential construction or addition.

2. All other permit types.

b. Flood review fee for structures over 50 percent substantial improvement, substantial damage, new construction, or additions within the SFHA.

c. Revised and/or resubmitted plan review.

1. 1st revision.

2. 2nd revision.

3. 3rd or subsequent revision.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-019 was duly advertised by title only in the St. Lucie News Tribune on ____; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, June 16, 2025; and was duly introduced, read by title only, and passed on second and final reading on Monday, July 7, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Shaun Coss, Assistant Director of Building, Building, Building Admin

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Ord. 25-XXX, Chapter 103, Permit Fees

CAO RLS FILE: 25-134

DATE: May 19, 2025

I have reviewed the above request for legal services related to the Ordinance concerning an amendment to building permit fees. A redlined and clean copy of the Ordinance has been uploaded, and the clean copy is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 06/16/2025

Re: Submerged Lands Fee Waived Lease Renewal

Submitted For: Dean Kubitschek, Director of Marina, Marina

SUBJECT:

Resolution 25-R47 is for the approval of the lease renewal between the City of Fort Pierce and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Submerged lands of the Fort Pierce City Marina Islands.

SUMMARY:

The City of Fort Pierce, Florida, as Lessee, entered into a *Sovereignty Submerged Lands Fee Waived Lease* with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Lessor, on July 16, 2009. The lease pertains to a parcel of sovereignty submerged land in the Indian River Lagoon, St. Lucie County, encompassing approximately 916,768 square feet.

The lease was originally established to authorize the construction and operation of a pilot project storm protection island system, consisting of 12 islands and one peninsular structure. This system was intended to provide storm protection in conjunction with the adjacent upland 269-slip public Marina.

The original lease term effective dates were October 23, 2009–October 23, 2014. The first renewal term dates were October 23, 2014 – October 23, 2019. The second renewal lease term dates were October 23, 2019 – October 23, 2024. The proposed third renewal lease is for term dates October 23, 2024 – October 23, 2029.

RECOMMENDATION:

Staff recommends the adoption of the resolution lease renewal between the City of Fort Pierce and the Board of Trustees of the Internal Trust Fund of the State of Florida.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Marina Manager, Dean Kubitschek

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2024-2029
Account: n/a
Amount: 0
FISCAL IMPACT:
No fiscal impact.

Attachments

Submerged Land Lease Resolution
Attachment A to Resolution
Attachment B to Resolution 2024-2029 Lease Renewal
Lease Area
First Renewal 2014-2019 Fully Executed
Second Renewal 2019-2024 Fully Executed
City Attorney Memorandum

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/09/2025 05:12 PM
City Manager	Richard Chess	06/10/2025 02:42 PM
Form Started By: Latoya Boyd		Started On: 06/06/2025 10:39 AM
Final Approval Date: 06/10/2025		

RESOLUTION NO. 25-R47

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING THE RENEWAL OF SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE WITH BOT FILE NO.560344636 FOR THE TERM OCTOBER 23, 2024, THROUGH OCTOBER 23, 2029; AUTHORIZING THE MAYOR TO EXECUTE THE LEASE RENEWAL DOCUMENT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida, as Lessee, entered into a Sovereignty Submerged Lands Fee Waived Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Lessor, concerning a parcel of sovereignty submerged land in the Indian River Lagoon, St. Lucie County, containing 916,768 square feet, more or less, as described and shown on Exhibit “A”, dated July 16, 2009; and

WHEREAS, the original lease, bearing BOT File No. 560344636, was issued for a term of 5 years from October 23, 2009, to October 23, 2014; and

WHEREAS, the authorized use of the leased premises under the original lease was to construct and operate a pilot project storm protection island system consisting of 12 islands and one peninsular structure, including dredging thereof, exclusively for storm protection in conjunction with an upland 269-slip public marina; and

WHEREAS, the original lease required the construction of the authorized structures to be completed within the initial 5-year term, with failure to do so resulting in automatic termination without any right of renewal; and

WHEREAS, the original lease included renewal provisions, stating that renewal is at the sole option of the Lessor and is subject to applicable laws, rules, and regulations in effect at that time, and that the Lessee could apply for renewal in writing if in full compliance; and

WHEREAS, following the initial term, the lease with BOT File No. 560344636 was renewed for a first term from October 23, 2014, through October 23, 2019; and

WHEREAS, this first renewal authorized the operation of the pilot project storm protection island system and the dredging thereof for storm protection in conjunction with an upland 269-slip public marina; and

WHEREAS, the first renewal included the addition of a new Section 3 requiring the submission of annual certified financial records for income and expenses; and

WHEREAS, subsequently, the lease with BOT File No. 560344636 was renewed for a second term from October 23, 2019, through October 23, 2024; and

WHEREAS, the second renewal continued to authorize the operation of the pilot project storm protection island system for storm protection in conjunction with a 269-slip public marina, specifying that 98 slips were located on sovereignty submerged lands under a separate lease (No. 560109629) and 171 slips were on privately owned submerged lands; and

WHEREAS, the requirement for submitting annual certified financial records was also continued in the second renewal; and

WHEREAS, the current term of the lease expired on October 23, 2024; and

WHEREAS, a proposed renewal for the lease with BOT File No. 560344636 has been prepared by the Lessor for a term backdated from October 23, 2024, through October 23, 2029; and

WHEREAS, this proposed renewal continues to authorize the operation of the pilot project storm protection island system for storm protection in conjunction with the 269-slip public marina (with the same specified breakdown of slips); and

WHEREAS, the proposed renewal also continues the requirement for submitting annual certified financial records; and

WHEREAS, the storm protection island system is vital for the protection of the City's waterfront marina and associated upland municipal marina complex from future storm events; and

WHEREAS, the City of Fort Pierce desires to renew the lease to ensure the continued operation and maintenance of this essential storm protection infrastructure; and

WHEREAS, the City Commission has reviewed the proposed terms and conditions of the renewal and finds them to be acceptable and in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

1. The renewal of the Sovereignty Submerged Lands Fee Waived Lease with BOT File No. 560344636 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Lessor, and the City of Fort Pierce, Florida, as Lessee, for the term October 23, 2024, through October 23, 2029, on the terms and conditions set forth in the proposed renewal document, is hereby approved by the City Commission.

2. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the execution of the Sovereignty Submerged Lands Fee Waived Lease Renewal document with BOT File No. 560344636, attached hereto as Exhibit “B”.

3. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

4. All resolutions or parts of resolution in conflict herewith are hereby repealed.

5. This Resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this ____ day of _____ 2025.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(CITY SEAL)

Approved as to Form
And Correctness

_____
Sara K. Hedges
City Attorney

Return to:
OFFICE OF CITY CLERK
CITY OF FT. PIERCE
100 N. U.S. 1
P.O. BOX 1480
FT PIERCE FL 34954

Marina Islands

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3710739 06/05/2012 at 12:06 PM
OR BOOK 3396 PAGE 1194 - 1217 Doc Type: LEASE
RECORDING: $205.50

This Instrument Prepared By:
James Wright
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 560344636
PA NO. 56-0129156-011

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Fort Pierce, Florida hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 10, Township 35 South, Range 40 East, in Indian River Lagoon, St. Lucie County, containing 916,768 square feet, more or less, as is more particularly described and shown on Attachment A, dated July 16, 2009.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from October 23, 2009, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a pilot project storm protection island system to consist of 12 islands and one peninsular structure and the dredging thereof exclusively to be used for storm protection in conjunction with an upland 269-slip public marina, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 28 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 56-0129156-011, dated October 23, 2009, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

4. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

5. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

6. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

7. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Fort Pierce
Attn: City Manager
100 N. US Highway One
Fort Pierce, Florida 34950

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

10. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

11. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

12. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

13. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

16. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

17. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 9 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

18. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 17 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

19. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

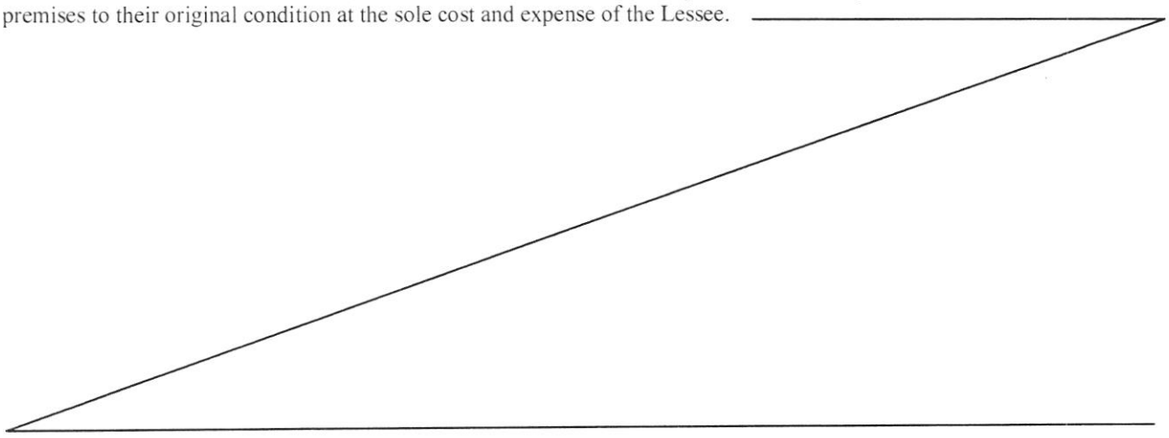
26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit public access to the storm protection island system located within the leased premises. To ensure compliance, the Lessee shall place and maintain signs stating "no public access allowed" around all components of the storm protection island system in a manner that is clearly visible to any persons utilizing the surrounding submerged lands. Additionally, to preclude public access from Tombolo Point, the Lessee shall install and maintain a fence with a locked access gate immediately landward of the peninsular structure. Commercial and private activities shall be prohibited within the limits of the storm protection island system unless the State of Florida Department of Environmental Protection, as staff to the Lessor, has authorized the activity in writing prior to the commencement of the activity. The Lessee shall manage, maintain and monitor the storm protection island system in accordance with the terms and conditions of State of Florida Department of Environmental Protection Environmental Resource Permit No. 56-0129156-011.

B. During the term of this lease and all subsequent renewals and modifications, the Lessee shall obtain and maintain adequate property insurance coverage and/or establish and maintain an island maintenance and performance fund sufficient to cover the repair of any damages to the islands as a result of any event.

C. If the State of Florida Department of Environmental Protection, as staff to the Lessor, determines that the storm protection island system does not function to protect the Lessee's waterfront marina from future storm events, this lease will be presented to the Lessor at a regularly scheduled meeting for a determination as to whether this lease should be terminated. If Lessor decides to terminate this lease, the Lessee shall remove the storm protection island system and restore the leased premises to their original condition at the sole cost and expense of the Lessee.



WITNESSES:

Elaine Mann
Original Signature

Elaine Mann
Print/Type Name of Witness

Terry Bentley
Original Signature

Terry Bentley
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

* ~~Jeffery M. Gentry, Operations and Management Consultant Manager~~, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

* Clay Smallwood, Division Director

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

* Clay Smallwood, Division Director

The foregoing instrument was acknowledged before me this 22nd day of May, 2012 by * ~~Jeffery M. Gentry Operations and Management Consultant Manager~~, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Elaine Victoria Mann
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

ELAINE VICTORIA MANN
Commission # DD 943858
Expires August 11, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

WITNESSES:

Joyce E Kobbe
Original Signature

Joyce E Kobbe
Typed/Printed Name of Witness

Angela Wilkinson
Original Signature

Angela Wilkinson
Typed/Printed Name of Witness

City of Fort Pierce, Florida (SEAL)

BY: _____
Original Signature of Executing Authority

Robert Benton III
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
City Attorney

STATE OF Florida

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 9th day of May, 2012, by Robert Benton III as Mayor, for and on behalf of the City of Fort Pierce, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Commission/Serial No.

CASSANDRA STEELE
MY COMMISSION # DD 840798
EXPIRES: January 17, 2013
Bonded Thru Notary Public Underwriters

Signature of Notary Public

Notary Public, State of

Printed, Typed or Stamped Name

Google

Address 1 Ave A
Fort Pierce, FL 34950

1 Avenue A
Fort Pierce, FL 34950

LEGAL DESCRIPTION: (PARCEL A)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N12°13'41"E, FOR A DISTANCE OF 2,448.78 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1134862.11, E 875972.89); THENCE RUN N75°18'19"W, FOR A DISTANCE OF 200.93 FEET; THENCE RUN N37°45'40"W, FOR A DISTANCE OF 56.28 FEET; THENCE RUN N28°59'31"E, FOR A DISTANCE OF 114.86 FEET; THENCE RUN N83°33'16"E, FOR A DISTANCE OF 258.20 FEET; THENCE RUN S80°24'14"E, FOR A DISTANCE OF 53.39 FEET; THENCE RUN S22°07'44"E, FOR A DISTANCE OF 55.90 FEET; THENCE RUN S34°01'01"W, FOR A DISTANCE OF 170.81 FEET; THENCE RUN S69°47'35"W, FOR A DISTANCE OF 65.58 FEET TO THE POINT OF BEGINNING.

(CONTAINING 60,603 SQ. FT. OR 1.391 ACRES, MORE OR LESS)

LEGAL DESCRIPTION: (PARCEL B)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N75°13'35"E, FOR A DISTANCE OF 984.68 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1132719.98, E 876406.36); THENCE RUN N54°10'29"E, FOR A DISTANCE OF 639.35 FEET; THENCE RUN N02°05'19"W, FOR A DISTANCE OF 371.99 FEET; THENCE RUN N65°29'33"W, FOR A DISTANCE OF 106.71 FEET; THENCE RUN N15°54'02"W, FOR A DISTANCE OF 79.18 FEET; THENCE RUN N32°01'33"E, FOR A DISTANCE OF 113.62 FEET; THENCE RUN N75°04'46"E, FOR A DISTANCE OF 80.17 FEET; THENCE RUN N38°53'08"W, FOR A DISTANCE OF 356.84 FEET; THENCE RUN N26°26'26"W, FOR A DISTANCE OF 676.45 FEET; THENCE RUN N75°45'10"W, FOR A DISTANCE OF 278.50 FEET; THENCE RUN N37°58'13"W, FOR A DISTANCE OF 113.78 FEET; THENCE RUN N60°51'06"E, FOR A DISTANCE OF 122.12 FEET; THENCE RUN S66°17'27"E, FOR A DISTANCE OF 217.39 FEET; THENCE RUN S45°44'11"E, FOR A DISTANCE OF 457.04 FEET; THENCE RUN S39°01'43"E, FOR A DISTANCE OF 495.09 FEET; THENCE RUN S13°26'09"E, FOR A DISTANCE OF 48.10 FEET; THENCE RUN S59°02'17"E, FOR A DISTANCE OF 185.44 FEET; THENCE RUN S48°07'20"E, FOR A DISTANCE OF 56.74 FEET; THENCE RUN S10°07'57"E, FOR A DISTANCE OF 399.04 FEET; THENCE RUN S01°48'16"E, FOR A DISTANCE OF 357.45 FEET; THENCE RUN S23°21'19"W, FOR A DISTANCE OF 338.23 FEET; THENCE RUN S65°07'36"W, FOR A DISTANCE OF 768.49 FEET; THENCE RUN N13°42'58"W, FOR A DISTANCE OF 278.32 FEET TO THE POINT OF BEGINNING.

(CONTAINING 823,167 SQ. FT. SQUARE FEET OR 18.897 ACRES, MORE OR LESS)

Attachment A
Page 8 of 24 Pages
SSLL No. 560344636

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED
SUBMERGED LANDS
LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	5 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 3:57:49 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel DWG LAYOUT: 5 USER NAME: CHAD I. SANFORD

LEGAL DESCRIPTION: (PARCEL C)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N69°48'30"E, FOR A DISTANCE OF 820.90 FEET TO THE POINT OF BEGINNING (BEING A POINT ON THE WATERWARD FACE OF A CONCRETE SEAWALL, HAVING A STATE PLANE COORDINATE OF N 1132752.23, E 876224.68); THENCE RUN N21°49'55"E, ALONG SAID CONCRETE SEAWALL FOR A DISTANCE OF 132.00 FEET; THENCE RUN N14°17'48"W, FOR A DISTANCE OF 112.68 FEET; THENCE DEPARTING SAID CONCRETE SEAWALL, RUN S83°06'11"E, FOR A DISTANCE OF 232.15 FEET; THENCE RUN S03°03'18"W, FOR A DISTANCE OF 86.35 FEET; THENCE RUN S64°32'58"W, FOR A DISTANCE OF 273.69 FEET TO THE POINT OF BEGINNING.

(CONTAINING 32,998 SQ. FT. SQUARE FEET OR 0.758 ACRES, MORE OR LESS)

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 10-35-40, HAVING A BEARING OF S0°22'13"E. (STATE PLANE COORDINATES NAD83, FLORIDA EAST ZONE)
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 61-G17, FLORIDA ADMINISTRATIVE CODE.
5. TOTAL PROPOSED LEASE AREA = 916,768 SQUARE FEET OR 21.046 ACRES, MORE OR LESS.
6. LINEAR FOOTAGE OF APPLICANT'S SHORELINE IS (1,171 + 1,589) FEET BORDERING SOVEREIGNTY SUBMERGED LANDS.
7. PROPOSED DOCK INFROMATION AS SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.
8. THE SHORELINE IS 100% SEAWALL/BULKHEAD FOR 1,000 LINEAR FEET ON EITHER SIDE OF THE LEASE AREA.
9. NO MOORED VESSELS SHALL OVERHANG THE LEASE BOUNDARIES.
10. THIS SURVEY CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

Attachment A
Page 9 of 24 Pages
SSLL No. 560344636

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

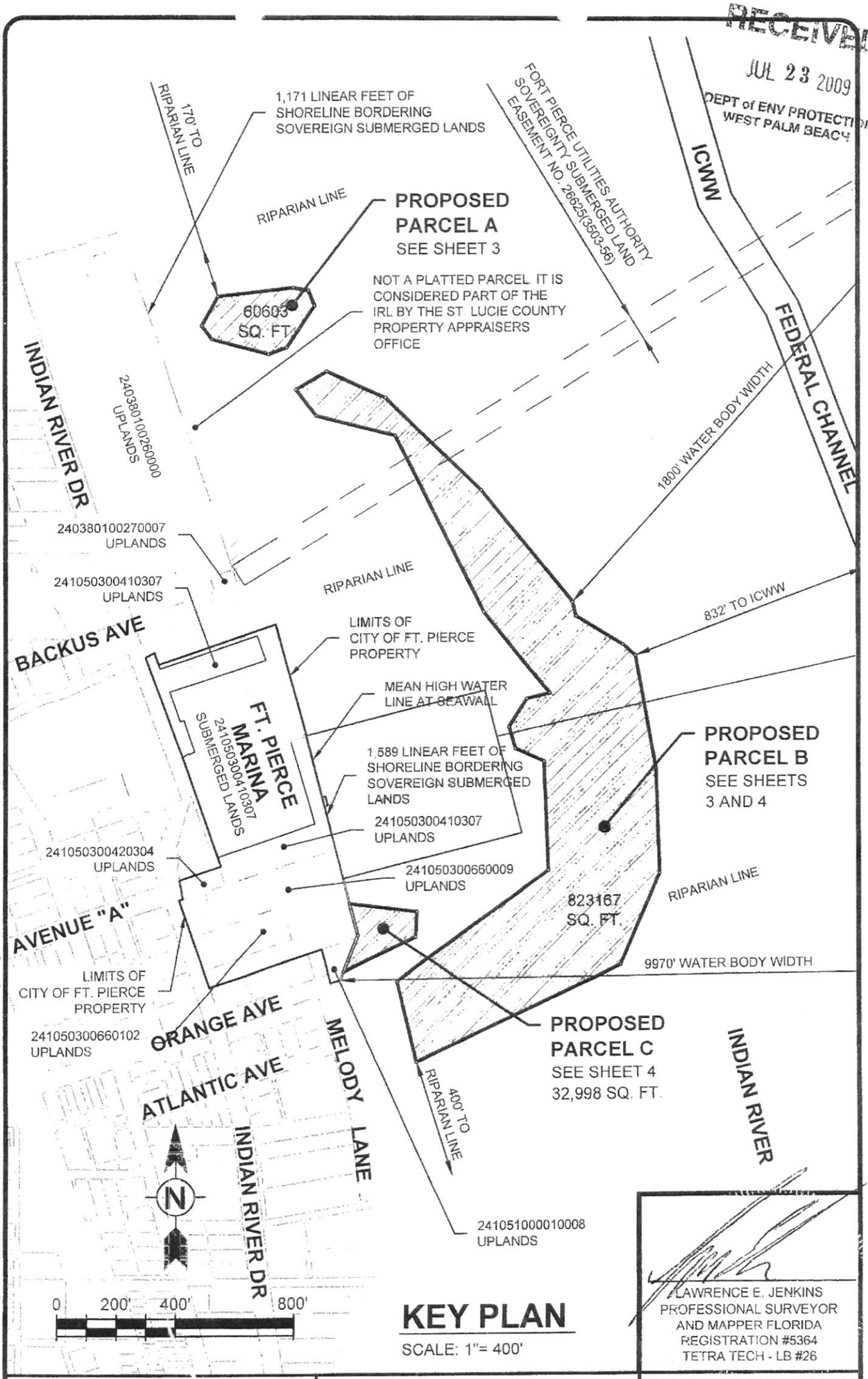
SKETCH OF DESCRIPTION
PROPOSED
SUBMERGED LANDS
LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	6 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 4:58:17 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 6 USER NAME: CHAD I. SANFORD

RECEIVED
JUL 23 2009
DEPT of ENV PROTECTION
WEST PALM BEACH



KEY PLAN

SCALE: 1"= 400'

LAWRENCE E. JENKINS
PROFESSIONAL SURVEYOR
AND MAPPER FLORIDA
REGISTRATION #5364
TETRA TECH - LB #26

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED SUBMERGED LANDS LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	1 OF 6

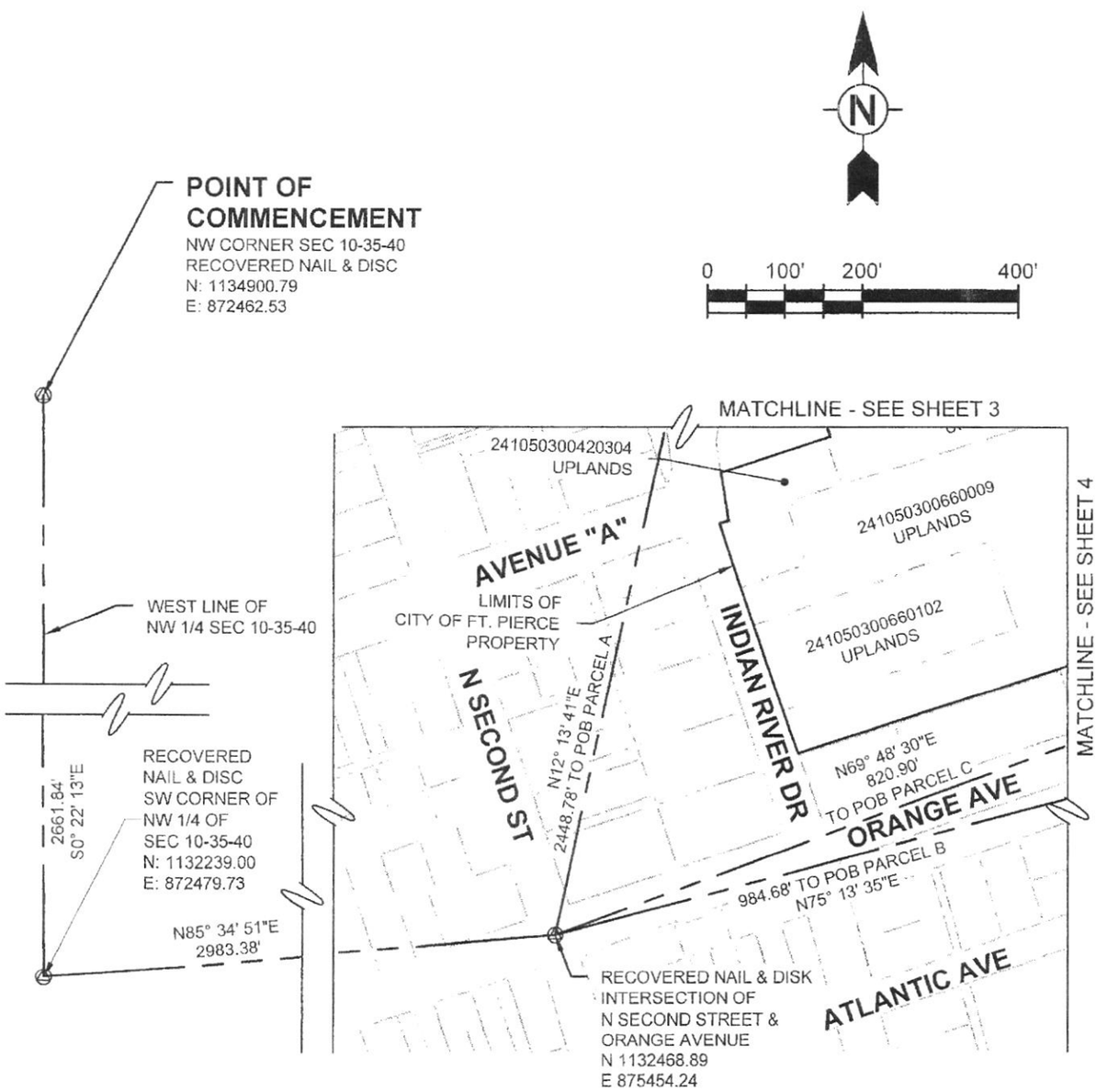
Copyright: Tetra Tech

Wednesday, July 22, 2009 3:56:43 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 1 USER NAME: CHAD I. SANFORD

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N75° 18' 19"W	200.93'
L2	S37° 45' 40"E	56.28'
L3	S28° 59' 31"W	114.86'
L4	S83° 33' 16"W	258.20'
L5	N80° 24' 14"W	53.39'
L6	N22° 07' 44"W	55.90'
L7	N34° 01' 01"E	170.81'
L8	N69° 47' 35"E	65.58'
L9	N54° 10' 29"E	639.35'
L10	N2° 05' 19"W	371.99'
L11	N65° 29' 33"W	106.71'
L12	N15° 54' 02"W	79.18'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N32° 01' 33"E	113.62'
L14	N75° 04' 46"E	80.17'
L15	N38° 53' 08"W	356.84'
L16	N26° 26' 26"W	676.45'
L17	N75° 45' 10"W	278.50'
L18	N37° 58' 13"W	113.78'
L19	N60° 51' 06"E	122.12'
L20	S66° 17' 27"E	217.39'
L21	S45° 44' 11"E	457.04'
L22	S39° 01' 43"E	495.09'
L23	S13° 26' 09"E	48.10'
L24	S59° 02' 17"E	185.44'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L25	S48° 07' 20"E	56.74'
L26	S10° 07' 57"E	399.04'
L27	S1° 48' 16"E	357.45'
L28	S23° 21' 19"W	338.23'
L29	S65° 07' 36"W	768.49'
L30	N13° 42' 58"W	278.32'
L31	N21° 49' 55"E	132.00'
L32	N14° 17' 48"W	112.68'
L33	S83° 06' 11"E	232.15'
L34	S3° 03' 18"W	86.35'
L35	S64° 32' 58"W	273.69'



TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION

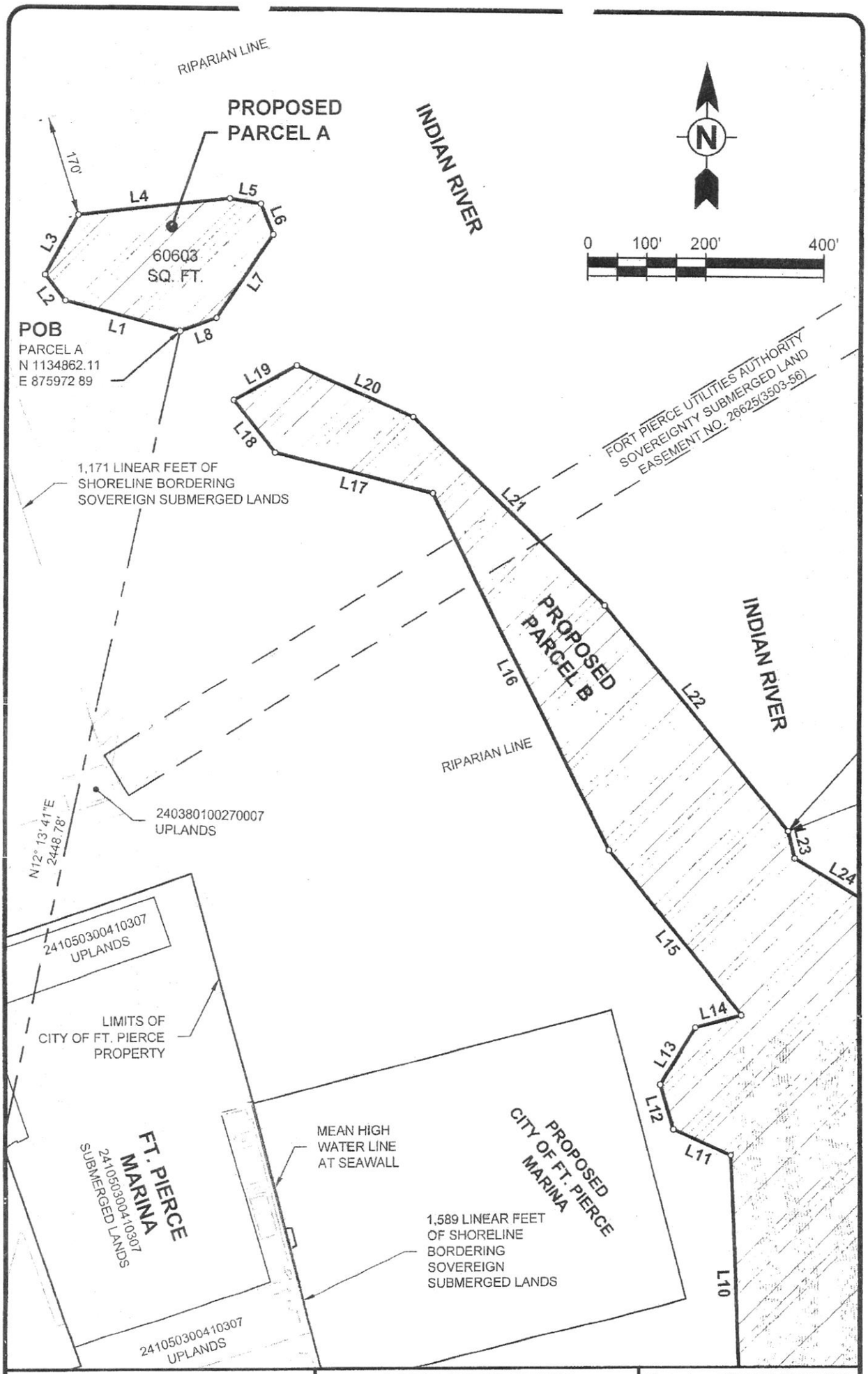
PROPOSED SUBMERGED LANDS LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	2 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 3:57:06 PM DRAWING: P:\106-3088 9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 2 USER NAME: CHAD I. SANFORD



TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION

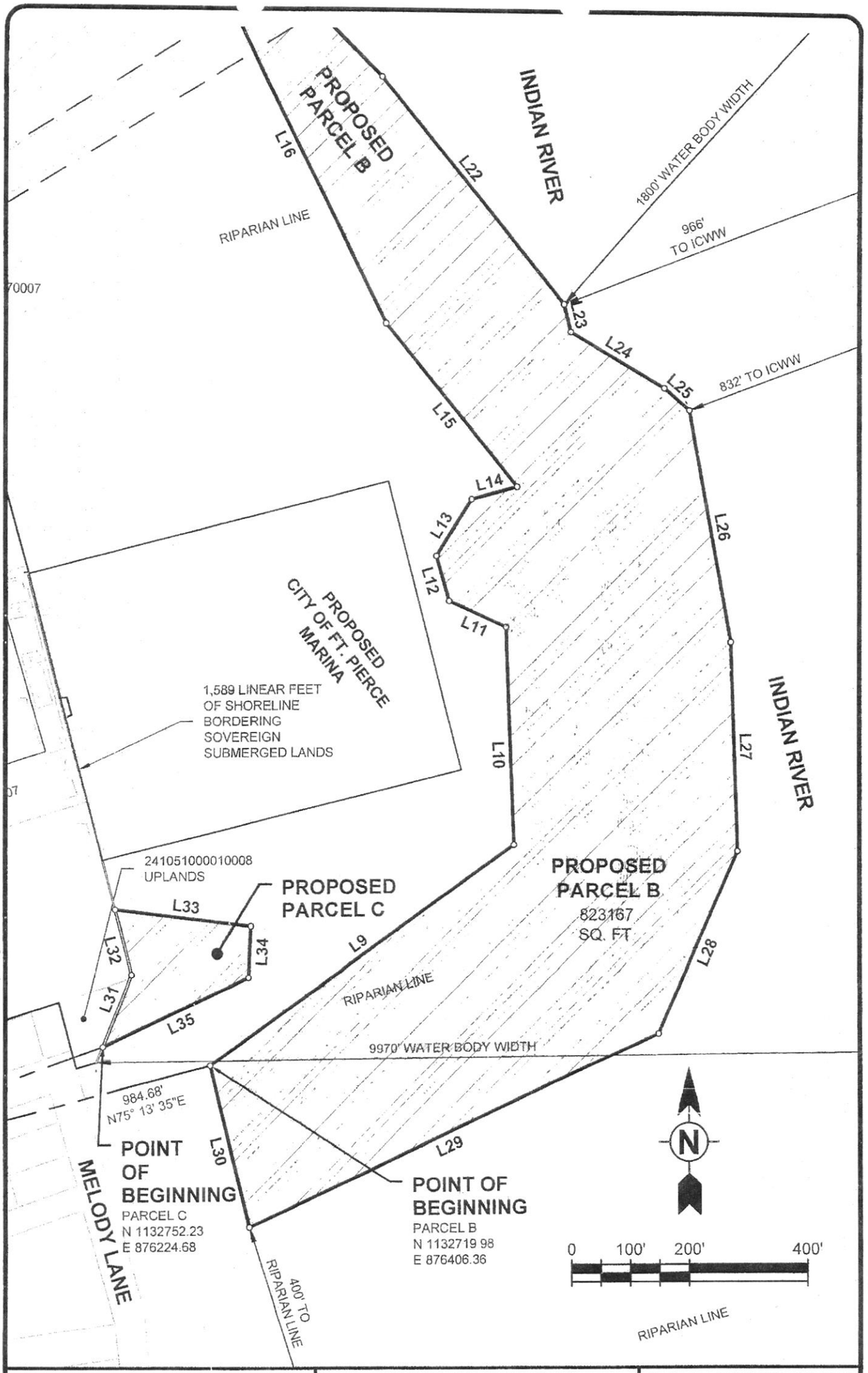
PROPOSED SUBMERGED LANDS LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	3 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 3:57:23 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 3 USER NAME: CHAD I. SANFORD



TETRA TECH www.tetratech.com 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32801 PHONE: (407) 839-3955 FAX: (407) 839-3790	SKETCH OF DESCRIPTION PROPOSED SUBMERGED LANDS LEASE CITY OF FT. PIERCE MARINA ST. LUCIE COUNTY, FL	Project: 106-3088.9010.0020 Date: 7/16/09 Designed By: CIS Drawing No. 4 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 3:57:43 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CADiSurvey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 4 USER NAME: CHAD I. SANFORD

RIGHT-OF-WAY DEED

THIS DEED Made this 16th day of September, 1958, by St. Lucie County, Florida, Party of the First Part, and City of Fort Pierce, a Municipal Corporation of the State of Florida, Party of the Second Part,

WITNESSETH: That the Party of the First Part, for and in consideration of the sum of ONE ($1.00) DOLLAR to it in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell to the said Party of the Second Part, its successors and assigns, a right-of-way and easement over, upon and across the following described land, lying and being in St. Lucie County, Florida, to-wit:

667-7
W Melody
one South
Marina

From an iron rod at the Northwest corner of the St. Lucie County Park property as shown on map recorded in Plat Book 7, Page 3, St. Lucie County, Florida, public records, the same being a part of the plat of RIVERSIDE ADDITION, as recorded in Plat Book 3, Page 51 of said public records, run thence Northeasterly along the North line of the said St. Lucie County Park Property 15 feet to the point of beginning of the tract herein described, from said point of beginning run Southeasterly along a line parallel to and 15 feet East of the West line of the aforesaid County Park property to the South boundary line of said County Park Property, thence run Northwesterly along the South line of the County Park Property 15 feet to the Southwest corner of said County Park Property, thence run Northwesterly along the West line of aforesaid County Park Property to the Northwest corner of aforesaid County Park Property, thence run Northeasterly along the North line of said County Park Property 15 feet to the point of beginning.

This deed is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right-of-way and easement in and to said lands for street and utilities purposes; and the said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever, claiming, by, through or under party of the first part.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year first aforesaid.

ST. LUCIE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By Harry J. Kirkpatrick
Its Chairman

ATTEST: W. C. Baggett
Clerk of Circuit Court

CLERK FILE NO. 81753 Indexed
FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, ON THE 14 DAY OF Jan. A. D. 19 60 AT 4:03 O'CLOCK P M. AND RECORDED IN Deed BOOK NO. 254 PAGES 537-538 AND RECORD VERIFIED.
W. C. BAGGETT, CLERK CIRCUIT COURT, ST. LUCIE COUNTY, FLA.
BY Margaret Jones D. C.

CIRCUIT COURT ST. LUCIE CO. FLA.

47

347217

D E E D

THIS DEED, made this 29th day of September, 1976, by FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE, a corporation organized and existing under the laws of the United States, hereinafter called "Grantor", to CITY OF FORT PIERCE, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having mailing address of P. O. Box 1480, Fort Pierce, Florida 33450, hereinafter called "Grantee". .30, .55

WITNESSETH: That the Grantor, for and in considertaion of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Lucie County, Florida, viz:

That portion of the below described tract lying East of that certain roadway known as Melody Lane and together with riparian rights:

ALL of Block 1 of RIVERSIDE ADDITION as per plat thereof recorded in Plat Book 3, page 51, of the public records of St. Lucie County, Florida, including all riparian rights and any right, title or interest of the Grantor in and to the street known as Orange Avenue adjacent to said Block 1 of said RIVERSIDE ADDITION.

FILED AND RECORDED ST. LUCIE COUNTY FLA. ROOFF POITRAS CLERK CIRCUIT COURT RECORD VERIFIED

OCT 7 2 18 PM '76

APPRAISERS USE ONLY 2410-510-0001-000/8 A

347217

EXCEPTING THEREFROM those certain properties more particularly described in Deed Book 247 at page 61 and Deed Book 221 at page 377 of the public records of St. Lucie County, Florida

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same upon the express condition that the same shall be used solely for public park purposes and that no permanent structure shall be built or placed thereon which would, in any manner, obscure the view of Indian River from the lands lying on the West side of said Melody Lane. IT IS EXPRESSLY UNDERSTOOD that if the foregoing condition be violated in any manner whatsoever, the title to the above described land shall revert to and immediately vest in the Grantor, its successors and assigns.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 00.30

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, all on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

Jean Hall

Christine Fowler

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE

By _____
Its President

Attest: Frank Fee
Its Secretary

(Corp. Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

DOCUMENTARY SURTAX FLORIDA 00.55 DEPT. OF REVENUE

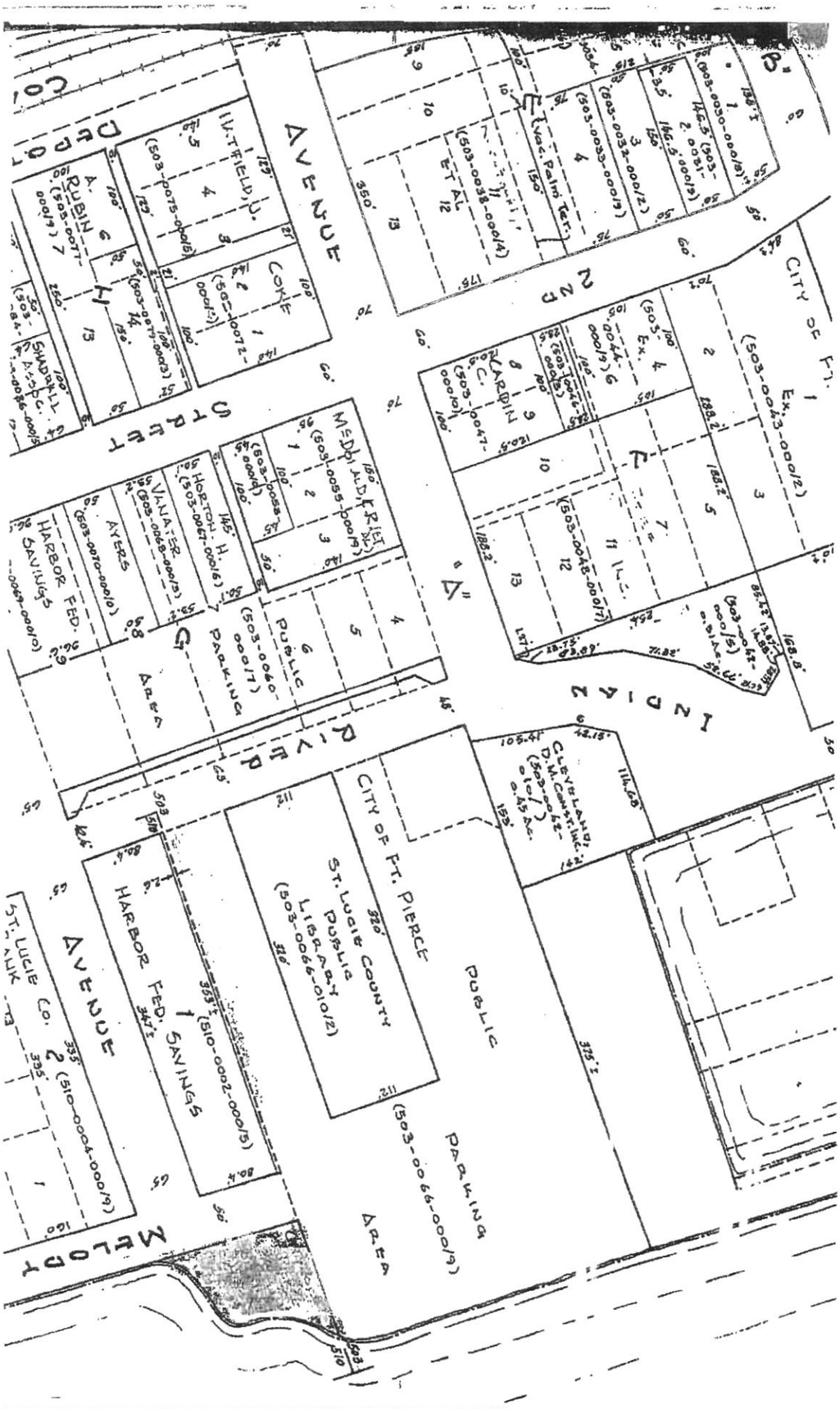
I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared MICHAEL J. BROWN and FRANK FEE, to me well known to be the President and Secretary respectively of First Federal Savings and Loan Association of Fort Pierce, a U. S. corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County aforesaid, this 29th day of September, 1976.

Christine Fowler
Notary Public, State of Fla. at Large
My Commission Expires 1/13/79

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

O.R. BOOK 258 PAGE 1565


AVENUE
STREET
CITY OF FT. PIERCE
PUBLIC PARKING AREA
HARBOR FED. SAVINGS
ST. LUCIE COUNTY PUBLIC LIBRARY
CLEVELAND D.M. CONSTRUCTION
ST. LUCIE CO.
MELODY

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 23913

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Hundred Fifty and 00/100 Dollars, ($150.00), to them in hand paid by the CITY OF FORT PIERCE, a municipal corporation of the State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, subject to the provisions hereinafter set forth, unto the said CITY OF FORT PIERCE, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the point of intersection of the south line of Avenue "A" and the east line of Riverside Drive, as now located in the City of Fort Pierce, Florida, run in an easterly direction along the said south line of Avenue "A", a distance of 105.0 feet to the mean high water mark of the Indian River for the Point of Beginning; thence North 18° 53' West along said mean high water mark, a distance of 740.0 feet; thence North 75° 22' 30" East, a distance of 463.0 feet; thence South 17° 16' East, a distance of 695.0 feet; thence South 70° 01' West, a distance of 440.0 feet, more or less, to the Point of Beginning; containing 7.0 acres, more or less.

THIS CONVEYANCE is made subject to the following provisions:

(1) That said premises shall be used for public purposes only under the supervision of the City of Fort Pierce, Florida, and in the event of non-use of said premises for three (3) consecutive years, title to said premises shall, at the option of the Trustees of the Internal Improvement Fund of the State of Florida, revert to said Trustees or their successors in office.

(2) SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

TO HAVE AND TO HOLD said premises, subject to the aforesaid provisions and reservation, unto said City of Fort Pierce, forever.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of January, A. D. 1965.

(SEAL)
Trustees I.I. Fund

Governor

Comptroller

Treasurer

Attorney General

Commissioner of Agriculture

As and Constituting the Trustees of the Internal Improvement Fund of the State of Florida.

Internal Improvement Fund, State of Florida

DEED NO. 19901 BOOK 168 PAGE 163

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 253.12 Florida Statutes 1941, and according to the provisions and procedure provided for in Section 253.13, Florida Statutes, 1941, do for and in consideration of the sum of Thirty-nine and 00/100 ($39.00) Dollars, to them in hand paid by CITY OF FORT PIERCE,

St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said CITY OF FORT PIERCE and its successors and assigns, forever, the following described lands, to-wit:

Commencing at the interior quarter corner of Section 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida; run thence North 87.22 feet; thence North 71° 35' East, 672.9 feet to a point on the west line of Indian River Drive; thence North 18° 30' West, along the West line of Indian River Drive, 144.22 feet; thence North 71° 25' East, 50 feet to the east line of Indian River Drive as now laid out, at the northwest corner of Block 1 of "Riverside" Addition, as per plat thereof recorded in Plat Book 3, Page 51, St. Lucie County, Florida, Public Records, said point being the Point of Beginning of the tract herein described; From said Point of Beginning continue North 71° 25' East, along the north line of Block 1 of "Riverside" Addition and the easterly extension thereof, 540.18 feet to a point in Indian River; thence North 18° 30' West, 314.18 feet to the southeast corner of existing bulkhead of the Municipal Yacht Basin, said point being on the south line of Avenue "A" produced easterly; thence South 71° 25' West, along the south line of Avenue "A", 540.18 feet to the east line of Indian RiverDrive as now laid out; thence South 18° 30' East, along the east line of Indian River Drive, 314.18 feet to the Point of Beginning, containing 3.9 acres, more or less, and lying and being in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida.

533

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

Attachment B
Page 20 of 24 Pages
SSLL No. 560344636

BOOK 168 PAGE 164

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 253.13, Florida Statutes, 1941, unto the said

CITY OF FORT PIERCE

and its successors

~~his~~ and assigns, forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 8th day of October A. D. Nineteen Hundred and Fifty-one

Spessard L. Holland (SEAL)
Governor.

C. H. Gay (SEAL)
Comptroller.

J. Edwin Larson (SEAL)
Treasurer.

Richard W. Ervin (SEAL)
Attorney-General.

Nathan Mayo (SEAL)
Commissioner of Agriculture.

Clerk File No. 19763 filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 15th day of Oct. A.D. 1951 at 3:55 o'clock p.m. and recorded in Deed Book No. 168 pages 163-164 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Joyce M. Moody D. C.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

OF THE STATE OF FLORIDA

DEED NO. 20808

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Dollar, and other good and valuable considerations, to them in hand paid by THE CITY OF FORT PIERCE, of the County of St. Lucie, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF FORT PIERCE and its successors and assigns, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Sections 3 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida, run thence North 89° 56½' East, 191.7 feet; thence South 0° 03½' East, 211.2 feet; thence South 89° 49½' East, 2342.5 feet to a point on the west shore of Indian River and the Point of Beginning of the lands herein described: From said Point of Beginning run thence North 16° 50½' West, 23.1 feet to the north line of Avenue "E"; thence North 89° 58½' East, along the north line of Avenue "E" extended eastwardly, 181.6 feet; thence North 18° 25½' West, 818.4 feet; thence North 43° 51½' East, 83.4 feet; thence North 60° 35½' East, 6.35 feet; thence South 18° 25½' East, 47.5 feet; thence North 72° 31½' East, 381.5 feet; thence South 18° 25½' East, 1811.8 feet to the northerly bankline of Moore's Creek extended eastwardly; thence South 75° 18½' West, along the northerly bankline of Moore's Creek extended eastwardly, 461.8 feet; thence North 18° 25½' West, 105.5 feet to the south line of Avenue "C" extended eastwardly; thence South 71° 24½' West, along the south line of Avenue "C" extended eastwardly, 140.3 feet; thence North 18° 42½' West, 50.0 feet to the north line of Avenue "C"; thence North 71° 24½' East, along the north line of Avenue "C" extended eastwardly, 140.4 feet; thence North 18° 25½' West, 262.6 feet to the south line of Avenue "D" extended eastwardly; thence South 89° 58½' West along the south line of Avenue "D" extended eastwardly, 186.7 feet; run thence North 1° 23½' East, 40.0 feet to the north line of Avenue "D"; thence North 89° 58½' East, along the north line of Avenue "D" extended eastwardly, 172.6 feet; thence North 18° 25½' West, 211.0 feet to the south line of Cedar Street extended eastwardly; thence South 89° 58½' West, along the south line of Cedar Street extended eastwardly, 176.8 feet; thence North 19° 34½' West, 52.2 feet to the north line of Cedar Street; thence North 89° 58½' East, along the north line of Cedar Street extended eastwardly, 177.8 feet; thence North 18° 25½' West, 211.0 feet to the south line of Avenue "E" extended eastwardly; thence South 89° 58½' West, along the south

line of Avenue "E" extended eastwardly, 182.0 feet; thence North 19° 34½' West, 18.2 feet to the Point of Beginning. Containing 19.7 acres.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

TO HAVE AND TO HOLD the above granted and described premises forever.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: None

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 16th, day of November, A. D. 1954.

Charley E. Johns (SEAL)
Acting Governor

C. M. Gay (SEAL)
Comptroller

(SEAL)
Trustees I. I. Fund

J. Edwin Larson (SEAL)
Treasurer

Richard W. Ervin (SEAL)
Attorney General

(SEAL)
Dept. of Agriculture

Nathan Mayo (SEAL)
Commissioner of Agriculture

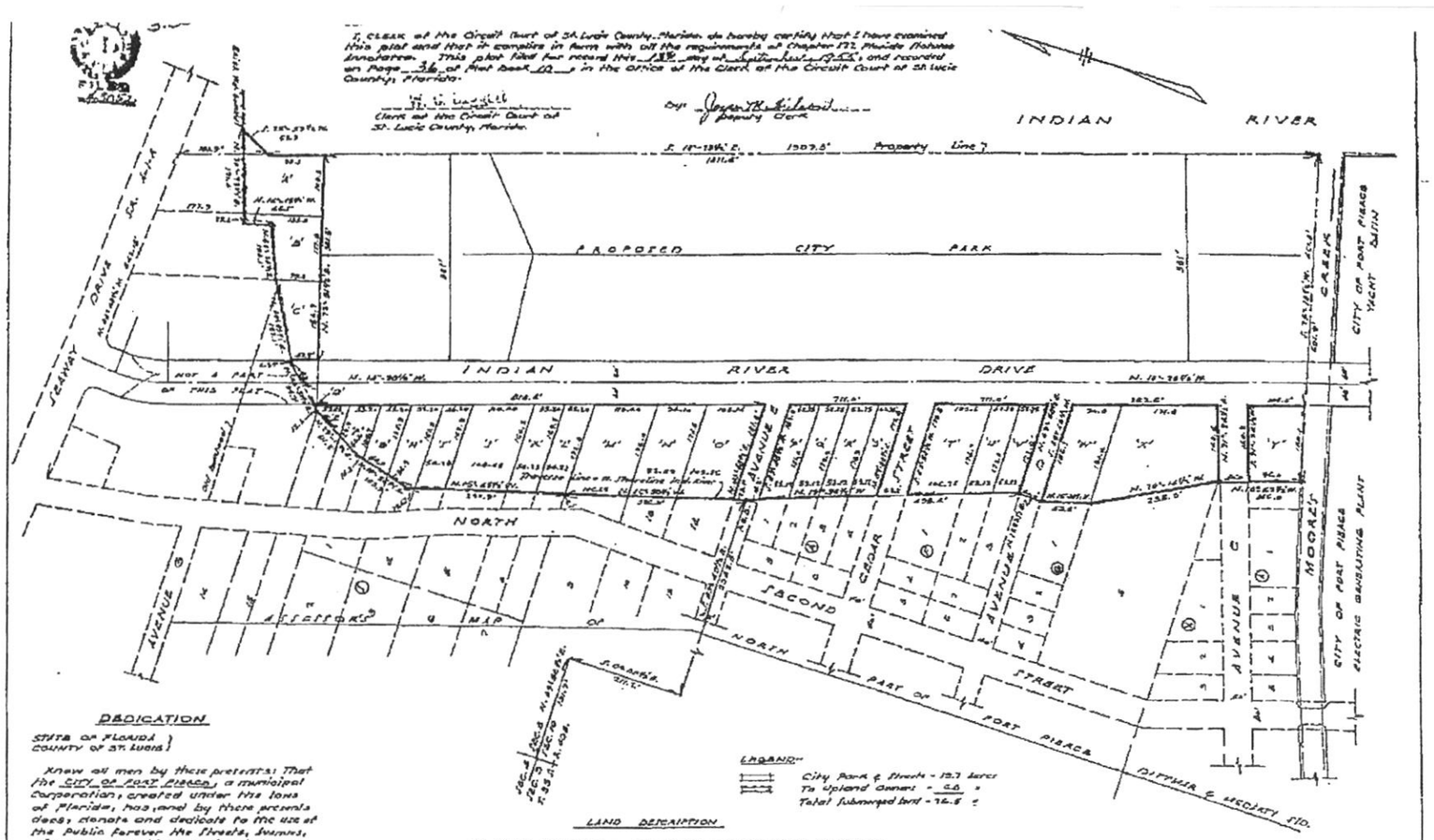
As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

Sent to
Errol S. Willes, Mayor
City of Fort Pierce, Fla.
December 8th, 1954

I, CLERK of the Circuit Court of St. Lucie County, Florida, do hereby certify that I have examined this plat and that it complies in form with all the requirements of Chapter 177, Florida Statutes Annotated. This plat filed for record this 18th day of September, 1955, and recorded on Page 36 of Plat Book 10, in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida.

W. C. Lingell
Clerk of the Circuit Court of St. Lucie County, Florida.

By: Joyce M. Gilbert
Deputy Clerk



LEGEND:
City Park & Streets - 19.7 Acres
To Upland Owners - 6.8 "
Total Submerged Land - 26.5 "

DEDICATION

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }

Know all men by these presents: That the CITY OF FORT PIERCE, a municipal Corporation, created under the laws of Florida, has, and by these presents does, donate and dedicate to the use of the Public forever the Streets, Avenues, Highways and Alleys designated and laid out upon this plat; Also,

The land shown on said plat as "PROPOSED CITY PARK" is hereby dedicated and set apart by the said City to be used for and as a public park and pleasure ground and for the purposes of amusement and recreation and the same to be enjoyed for such purposes by the Public generally, the said City having the right to adopt reasonable rules and regulations in regard to said property, and said City obligates itself to forever preserve and use the property hereinabove designated, for the purposes and objects as set forth in the deeds of conveyance of said property to the City, and the City obligates itself to keep the property in a reasonable state of repair for the use and enjoyment by the Public generally as a place for amusement, pleasure and recreation.

Approved by resolution of City Commission of the City of Fort Pierce, Florida, this 18th day of December, 1954.

Wallace Sampson Jr.
Mayor-Commissioner

Attest: Warren L. Blackmon
City Clerk

LAND DESCRIPTION

All those lands conveyed to the City of Fort Pierce, Florida by the Trustees, Internal Improvement Fund, State of Florida, By Deeds recorded in Deed Book 106, at Pages 283-286 incl., St. Lucie County, Florida Public Records; being Submerged Lands abutting part of Sections 3 & 10 - T. 35 S. - R. 40 E., St. Lucie County, Florida, TO BE KNOWN AS

INDIAN RIVER MEMORIAL PARK

ENGINEERS CERTIFICATE

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }

I hereby certify that this "MAP OF SURVEY" is a true and correct plat made from an actual survey made under my direction, that it is a correct representation of the land platted, and that permanent reference monuments have been placed as called for under Chapter 177, Florida Statutes Annotated.

Dated this 6th day of December, 1954.

Alton A. Register
STATE OF FLORIDA
Registered Engineer # 7230
Surveyor # 588

CERTIFICATE OF APPROVAL

This is to certify that this plat has been approved by the Board of County Commissioners of St. Lucie County, Florida.

Dated this 6 day of Sept., 1955.

N. W. Jorgensen
Chairman, Board of County Commissioners

CERTIFICATE OF APPROVAL

This is to certify that this plat has been approved by the City Commission of the City of Fort Pierce, St. Lucie County, Florida.

Dated this 20 day of June, 1955.

H. F. Stanton
City Manager

CITY OF FORT PIERCE FLORIDA
MAP OF SURVEY
SUBMERGED LANDS - INDIAN RIVER
PART OF SECTIONS 3 & 10 - T. 35 S. - R. 40 E.
FORT PIERCE ST. LUCIE COUNTY
FLORIDA

November 1, 1954 Scale: 1"=100'

ALTON A. REGISTER & ASSOC.
ENGINEERS
FORT PIERCE FLORIDA

523

This Instrument Prepared By:
Sierra Hill
Action No. 49983
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 560344636

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Fort Pierce, Florida, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

> A parcel of sovereignty submerged land in Section 10, Township 35 South, Range 40 East, in Indian River Lagoon, St. Lucie County, Florida, containing 916,768 square feet, more or less, as is more particularly described and shown on Attachment A, dated July 16, 2009.

TO HAVE THE USE OF the hereinabove described premises from October 23, 2024, the effective date of this lease renewal, through October 23, 2029, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a pilot project storm protection island system to consist of 12 islands and one peninsular structure and the dredging thereof to be used exclusively for storm protection in conjunction with a 269-slip public marina (98 slips located on sovereignty submerged lands within Sovereignty Submerged Land Lease No. 560109629 and 171 slips located on privately owned submerged lands) and upland municipal marina complex, without fueling facilities, without a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 56-0129156-011, dated October 23, 2009, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Fort Pierce, Florida
Attention: City Manager
100 North US Highway One
Fort Pierce, Florida 34950

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITION(S):

A. The Lessee shall prohibit public access to the storm protection island system located within the leased premises. To ensure compliance, the Lessee shall place and maintain signs stating "no public access allowed" around all components of the storm protection island system in a manner that is clearly visible to any persons utilizing the surrounding submerged lands. Additionally, to preclude public access from Tombola Point, the Lessee shall install and maintain a fence with a locked access gate immediately landward of the peninsular structure. Commercial and private activities shall be prohibited within the limits of the storm protection island system unless the State of Florida Department of Environmental Protection, as staff to the Lessor, has authorized the activity in writing prior to the commencement of the activity. The Lessee shall manage, maintain and monitor the storm protection island system in accordance with the terms and conditions of the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 56-0129156-011.

B. During the term of this lease and all subsequent renewals modifications, the Lessee shall obtain and maintain adequate property insurance coverage and/or establish and maintain an island maintenance and performance fund sufficient to cover the repair of any damages to the islands as a result of any event.

C. If the State of Florida Department of Environmental Protection, as staff to the Lessor, determines that the storm protection island system does not function to protect the Lessee's waterfront marina from future storm events, this lease will be presented to the Lessor at a regularly scheduled meeting for a determination as to whether this lease should be terminated. If premises to their original condition at the sole cost and expense of the Lessee.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____ 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 4/7/2025

DEP Attorney Date

_____

Notary Public, State of Florida

_____

Printed, Typed or Stamped Name

My Commission Expires:

_____

Commission/Serial No._____

WITNESSES:

City of Fort Pierce, Florida (SEAL)

Signature: _____

Printed Name: _____

Address: _____

_____

Signature: _____

Printed Name: _____

Address: _____

_____

BY: _____
Original Signature of Executing Authority

Linda Hudson
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"LESSEE"

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Linda Hudson as Mayor, for and on behalf of City of Fort Pierce, Florida. He/she is personally known to me or who has produced _____, as identification.

My Commission Expires:

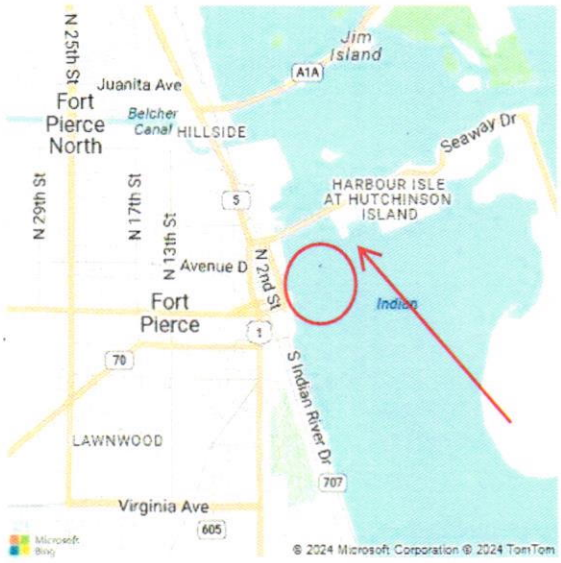
_____

Commission/Serial No._____

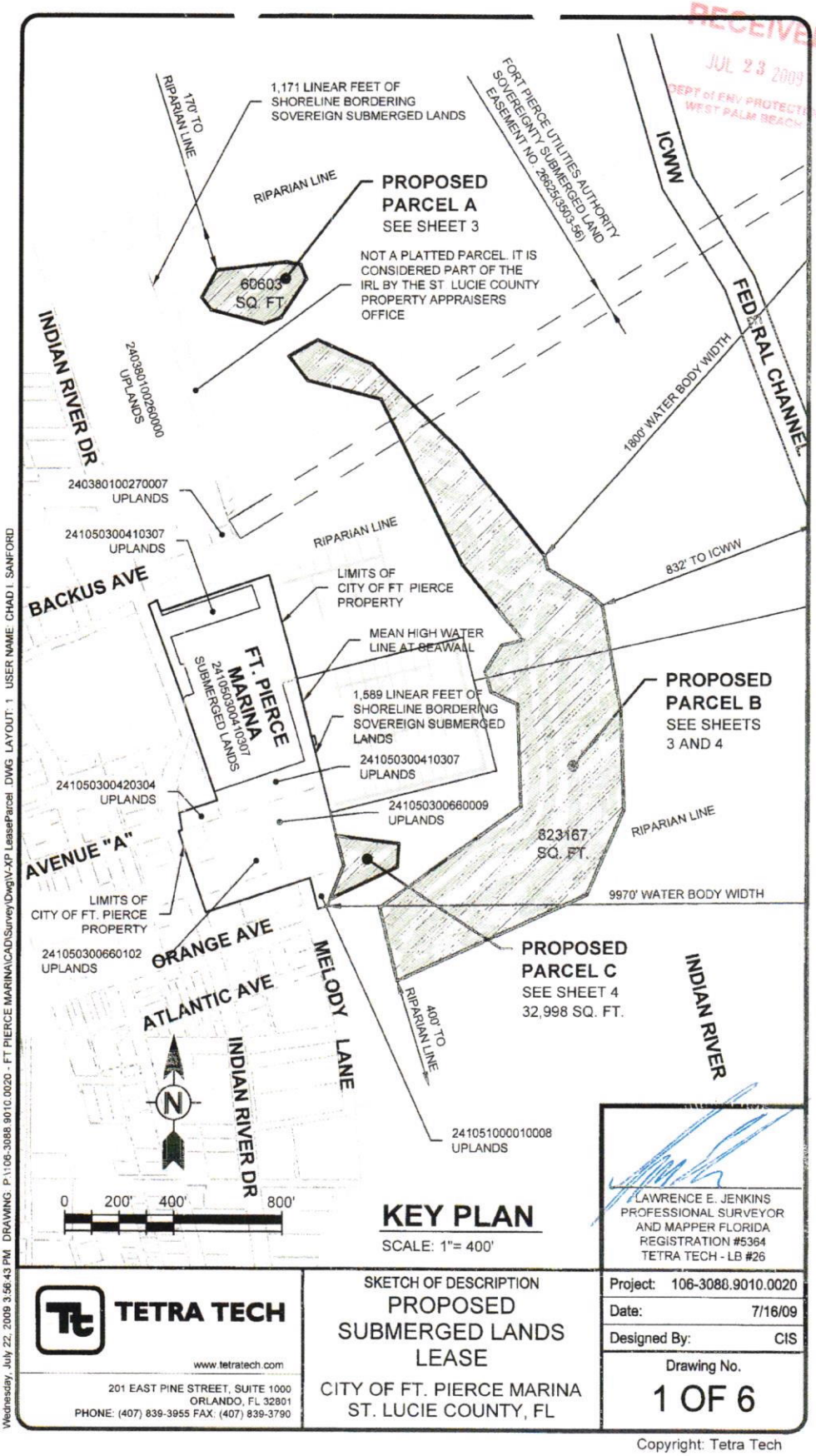
_____
Signature of Notary Public

Notary Public, State of_____

_____
Printed, Typed or Stamped Name


Jim Island
A1A
Juanita Ave
N 25th St
Fort Pierce North
Belcher Canal
HILLSIDE
Seaway Dr
HARBOUR ISLE AT HUTCHINSON ISLAND
N 29th St
N 17th St
N 13th St
5
Avenue D
N 2nd St
Fort Pierce
1
Indian
70
S Indian River Dr
LAWNWOOD
707
Virginia Ave
605
© 2024 Microsoft Corporation © 2024 TomTom

Juanita Ave
N 25th St
Grandview Motel
North Causeway
Publix Super Market at Taylor Creek...
Fort Pierce North
HILLSIDE
Avenue Q
5
Hutchinson Island Plaza Hotel &...
Ft Pierce Inlet Marina
Goodfella's Pizza
Indian
Lincoln Park Academy
Chester A. Moore Elementary School
A1A
1
12a Buoy
The Historic Reno Motel
N 13th St
AVENUE D DISTRICT
Crabby's Dockside Ft. Pierce
Ace Hardware
Sunrise Theatre
United States Postal Service
Fort Pierce
McDonald's
707
70
Redfinn Inn
S 25th St
Costa Azul Mexican Restaurant
GLIDDEN PARK
HCA Florida Lawnwood Hospital
605
Hibbett Sports
Dan McCarty
The Sunset Inn
2000 ft
500 m
© 2024 TomTom, © OpenStreetMap

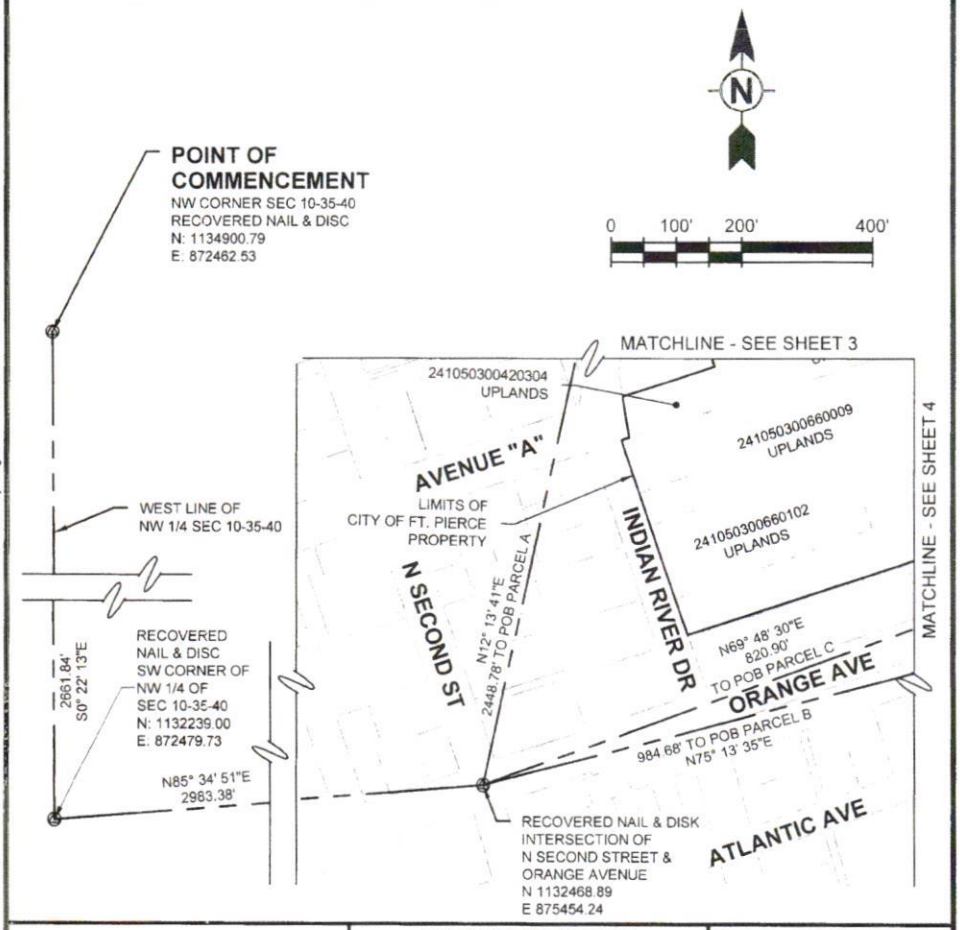


Copyright: Tetra Tech

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N75° 18' 19"W	200.93'
L2	S37° 45' 40"E	56.28'
L3	S28° 59' 31"W	114.86'
L4	S83° 33' 16"W	258.20'
L5	N80° 24' 14"W	53.39'
L6	N22° 07' 44"W	55.90'
L7	N34° 01' 01"E	170.81'
L8	N69° 47' 35"E	65.58'
L9	N54° 10' 29"E	639.35'
L10	N2° 05' 19"W	371.99'
L11	N65° 29' 33"W	106.71'
L12	N15° 54' 02"W	79.18'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N32° 01' 33"E	113.62'
L14	N75° 04' 46"E	80.17'
L15	N38° 53' 08"W	356.84'
L16	N26° 26' 26"W	676.45'
L17	N75° 45' 10"W	278.50'
L18	N37° 58' 13"W	113.78'
L19	N60° 51' 06"E	122.12'
L20	S66° 17' 27"E	217.39'
L21	S45° 44' 11"E	457.04'
L22	S39° 01' 43"E	495.09'
L23	S13° 26' 09"E	48.10'
L24	S59° 02' 17"E	185.44'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L25	S48° 07' 20"E	56.74'
L26	S10° 07' 57"E	399.04'
L27	S1° 48' 16"E	357.45'
L28	S23° 21' 19"W	338.23'
L29	S65° 07' 36"W	768.49'
L30	N13° 42' 58"W	278.32'
L31	N21° 49' 55"E	132.00'
L32	N14° 17' 48"W	112.68'
L33	S83° 06' 11"E	232.15'
L34	S3° 03' 18"W	86.35'
L35	S64° 32' 58"W	273.69'



TETRA TECH

www.tetratech.com

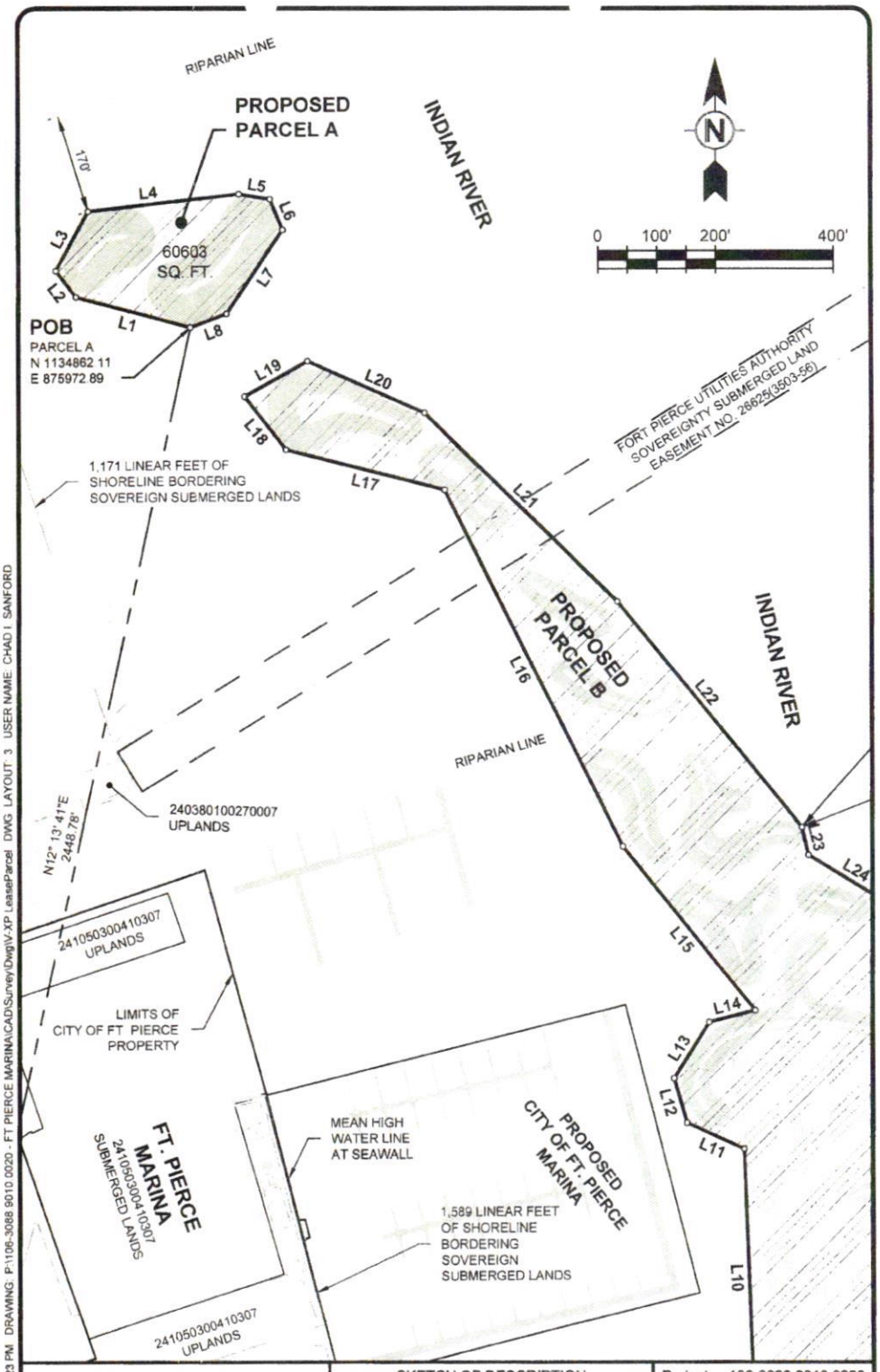
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED SUBMERGED LANDS LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	2 OF 6

Wednesday, July 22, 2009 3:57:06 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 2 USER NAME: CHAD I. SANFORD

Copyright: Tetra Tech



Wednesday, July 22, 2009 3:57:23 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel DWG LAYOUT: 3 USER NAME: CHAD I. SANFORD

TETRA TECH

www.tetratech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

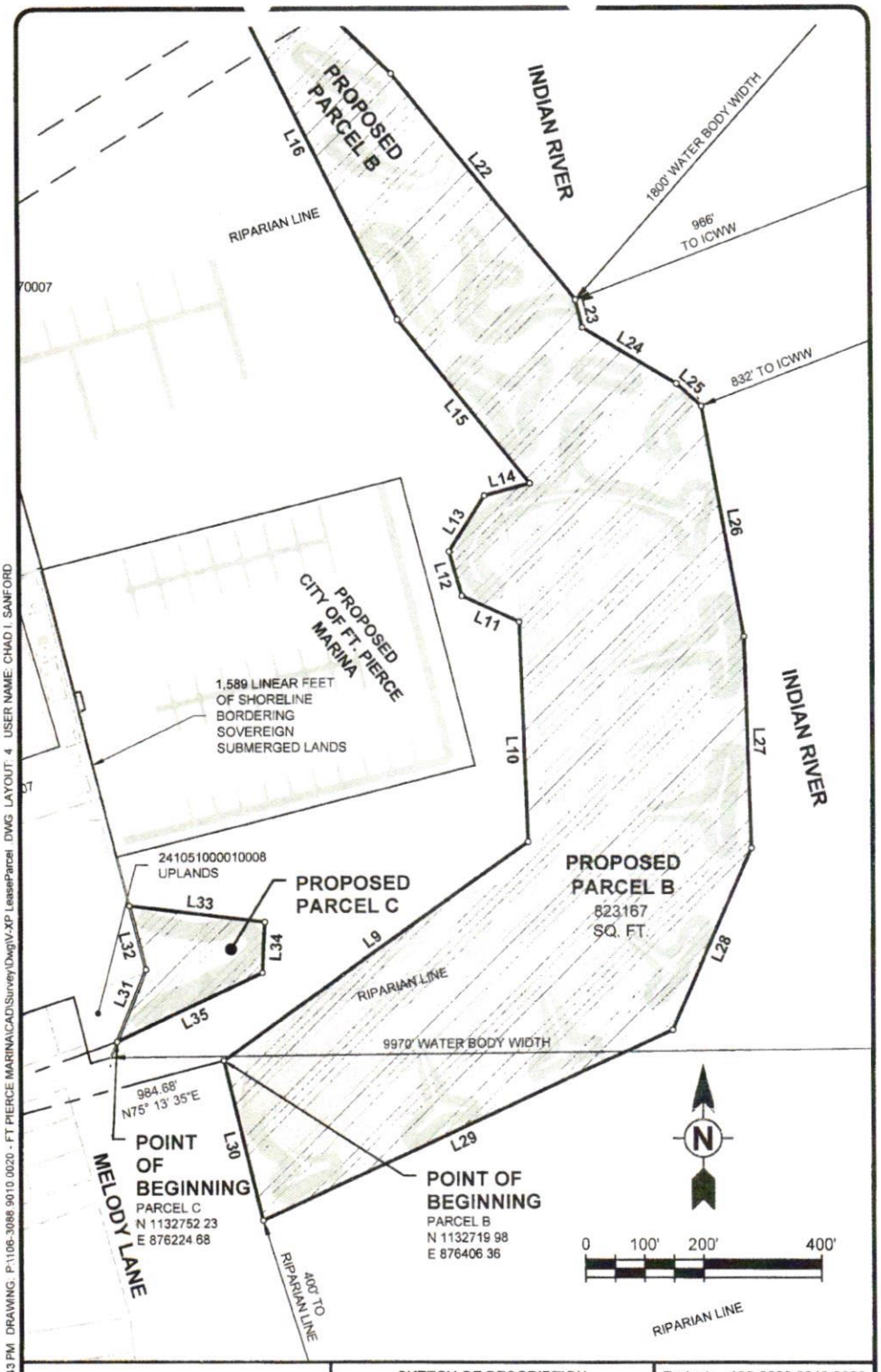
SKETCH OF DESCRIPTION

PROPOSED SUBMERGED LANDS LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	3 OF 6

Copyright: Tetra Tech



Wednesday, July 22, 2009 3:57:43 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel.DWG LAYOUT: 4 USER NAME: CHAD I. SANFORD

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED SUBMERGED LANDS LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	4 OF 6

Copyright: Tetra Tech

LEGAL DESCRIPTION: (PARCEL A)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N12°13'41"E, FOR A DISTANCE OF 2,448.78 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1134862.11, E 875972.89); THENCE RUN N75°18'19"W, FOR A DISTANCE OF 200.93 FEET; THENCE RUN N37°45'40"W, FOR A DISTANCE OF 56.28 FEET; THENCE RUN N28°59'31"E, FOR A DISTANCE OF 114.86 FEET; THENCE RUN N83°33'16"E, FOR A DISTANCE OF 258.20 FEET; THENCE RUN S80°24'14"E, FOR A DISTANCE OF 53.39 FEET; THENCE RUN S22°07'44"E, FOR A DISTANCE OF 55.90 FEET; THENCE RUN S34°01'01"W, FOR A DISTANCE OF 170.81 FEET; THENCE RUN S69°47'35"W, FOR A DISTANCE OF 65.58 FEET TO THE POINT OF BEGINNING.

(CONTAINING 60,603 SQ. FT. OR 1.391 ACRES, MORE OR LESS)

LEGAL DESCRIPTION: (PARCEL B)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N75°13'35"E, FOR A DISTANCE OF 984.68 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1132719.98, E 876406.36); THENCE RUN N54°10'29"E, FOR A DISTANCE OF 639.35 FEET; THENCE RUN N02°05'19"W, FOR A DISTANCE OF 371.99 FEET; THENCE RUN N65°29'33"W, FOR A DISTANCE OF 106.71 FEET; THENCE RUN N15°54'02"W, FOR A DISTANCE OF 79.18 FEET; THENCE RUN N32°01'33"E, FOR A DISTANCE OF 113.62 FEET; THENCE RUN N75°04'46"E, FOR A DISTANCE OF 80.17 FEET; THENCE RUN N38°53'08"W, FOR A DISTANCE OF 356.84 FEET; THENCE RUN N26°26'26"W, FOR A DISTANCE OF 676.45 FEET; THENCE RUN N75°45'10"W, FOR A DISTANCE OF 278.50 FEET; THENCE RUN N37°58'13"W, FOR A DISTANCE OF 113.78 FEET; THENCE RUN N60°51'06"E, FOR A DISTANCE OF 122.12 FEET; THENCE RUN S66°17'27"E, FOR A DISTANCE OF 217.39 FEET; THENCE RUN S45°44'11"E, FOR A DISTANCE OF 457.04 FEET; THENCE RUN S39°01'43"E, FOR A DISTANCE OF 495.09 FEET; THENCE RUN S13°26'09"E, FOR A DISTANCE OF 48.10 FEET; THENCE RUN S59°02'17"E, FOR A DISTANCE OF 185.44 FEET; THENCE RUN S48°07'20"E, FOR A DISTANCE OF 56.74 FEET; THENCE RUN S10°07'57"E, FOR A DISTANCE OF 399.04 FEET; THENCE RUN S01°48'16"E, FOR A DISTANCE OF 357.45 FEET; THENCE RUN S23°21'19"W, FOR A DISTANCE OF 338.23 FEET; THENCE RUN S65°07'36"W, FOR A DISTANCE OF 768.49 FEET; THENCE RUN N13°42'58"W, FOR A DISTANCE OF 278.32 FEET TO THE POINT OF BEGINNING.

(CONTAINING 823,167 SQ. FT. SQUARE FEET OR 18.897 ACRES, MORE OR LESS)

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED
SUBMERGED LANDS
LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	5 OF 6

Wednesday, July 22, 2009 3:57:49 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\DwgIV-XP LeaseParcel .DWG LAYOUT: 5 USER NAME: CHAD I. SANFORD

Copyright: Tetra Tech

LEGAL DESCRIPTION: (PARCEL C)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N69°48'30"E, FOR A DISTANCE OF 820.90 FEET TO THE POINT OF BEGINNING (BEING A POINT ON THE WATERWARD FACE OF A CONCRETE SEAWALL, HAVING A STATE PLANE COORDINATE OF N 1132752.23, E 876224.68); THENCE RUN N21°49'55"E, ALONG SAID CONCRETE SEAWALL FOR A DISTANCE OF 132.00 FEET; THENCE RUN N14°17'48"W, FOR A DISTANCE OF 112.68 FEET; THENCE DEPARTING SAID CONCRETE SEAWALL, RUN S83°06'11"E, FOR A DISTANCE OF 232.15 FEET; THENCE RUN S03°03'18"W, FOR A DISTANCE OF 86.35 FEET; THENCE RUN S64°32'58"W, FOR A DISTANCE OF 273.69 FEET TO THE POINT OF BEGINNING.

(CONTAINING 32,998 SQ. FT. SQUARE FEET OR 0.758 ACRES, MORE OR LESS)

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 10-35-40, HAVING A BEARING OF S0°22'13"E. (STATE PLANE COORDINATES NAD83, FLORIDA EAST ZONE)
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 61-G17, FLORIDA ADMINISTRATIVE CODE.
5. TOTAL PROPOSED LEASE AREA = 916,768 SQUARE FEET OR 21.046 ACRES, MORE OR LESS.
6. LINEAR FOOTAGE OF APPLICANT'S SHORELINE IS (1,171 + 1,589) FEET BORDERING SOVEREIGNTY SUBMERGED LANDS.
7. PROPOSED DOCK INFROMATION AS SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.
8. THE SHORELINE IS 100% SEAWALL/BULKHEAD FOR 1,000 LINEAR FEET ON EITHER SIDE OF THE LEASE AREA.
9. NO MOORED VESSELS SHALL OVERHANG THE LEASE BOUNDARIES.
10. THIS SURVEY CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED
SUBMERGED LANDS
LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	6 OF 6

Wednesday, July 22, 2009 4:58:17 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 6 USER NAME: CHAD I. SANFORD

Copyright: Tetra Tech

RIGHT-OF-WAY DEED

THIS DEED Made this 16th day of September, 1958, by St. Lucie County, Florida, Party of the First Part, and City of Fort Pierce, a Municipal Corporation of the State of Florida, Party of the Second Part,

WITNESSETH: That the Party of the First Part, for and in consideration of the sum of ONE ($1.00) DOLLAR to it in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell to the said Party of the Second Part, its successors and assigns, a right-of-way and easement over, upon and across the following described land, lying and being in St. Lucie County, Florida, to-wit:

From an iron rod at the Northwest corner of the St. Lucie County Park property as shown on map recorded in Plat Book 7, Page 3, St. Lucie County, Florida, public records, the same being a part of the plat of RIVERSIDE ADDITION, as recorded in Plat Book 3, Page 51 of said public records, run thence Northeasterly along the North line of the said St. Lucie County Park Property 15 feet to the point of beginning of the tract herein described, from said point of beginning run Southeasterly along a line parallel to and 15 feet East of the West line of the aforesaid County Park property to the South boundary line of said County Park Property, thence run Northwesterly along the South line of the County Park Property 15 feet to the Southwest corner of said County Park Property, thence run Northwesterly along the West line of aforesaid County Park Property to the Northwest corner of aforesaid County Park Property, thence run Northeasterly along the North line of said County Park Property 15 feet to the point of beginning.

This deed is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right-of-way and easement in and to said lands for street and utilities purposes; and the said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever, claiming, by, through or under party of the first part.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year first aforesaid.

ST. LUCIE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By _____
Its Chairman

ATTEST: W. C. Baggett
Clerk of Circuit Court

CLERK FILE NO. 81753 Indexed
CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FILED IN THE OFFICE OF THE
FLORIDA, ON THE 14 DAY OF Jan. A. D.
19 60 AT 4:03 O'CLOCK P M. AND RECORDED
IN Deed BOOK NO. 254 PAGES 537-538
AND RECORD VERIFIED.
W. C. BAGGETT, CLERK CIRCUIT COURT, ST. LUCIE COUNTY, FLA.
BY Margaret Joyce D. C.

347217

4

D E E D

THIS DEED, made this 29th day of September, 1976, by FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE, a corporation organized and existing under the laws of the United States, hereinafter called "Grantor", to CITY OF FORT PIERCE, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having mailing address of P. O. Box 1480, Fort Pierce, Florida 33450, hereinafter called "Grantee".

WITNESSETH: That the Grantor, for and in considertaion of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Lucie County, Florida, viz:

That portion of the below described tract lying East of that certain roadway known as Melody Lane and together with riparian rights:

ALL of Block 1 of RIVERSIDE ADDITION as per plat thereof recorded in Plat Book 3, page 51, of the public records of St. Lucie County, Florida, including all riparian rights and any right, title or interest of the Grantor in and to the street known as Orange Avenue adjacent to said Block 1 of said RIVERSIDE ADDITION.

FILED AND RECORDED ST. LUCIE COUNTY FLA. ROGER POITRAS CLERK CIRCUIT COURT RECORD VERIFIED

OCT 7 2 10 PM '76

APPRAISERS USE ONLY 2410-510-0001-000/8 A

347217

EXCEPTING THEREFROM those certain properties more particularly described in Deed Book 247 at page 61 and Deed Book 221 at page 377 of the public records of St. Lucie County, Florida

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same upon the express condition that the same shall be used solely for public park purposes and that no permanent structure shall be built or placed thereon which would, in any manner, obscure the view of Indian River from the lands lying on the West side of said Melody Lane. IT IS EXPRESSLY UNDERSTOOD that if the foregoing condition be violated in any manner whatsoever, the title to the above described land shall revert to and immediately vest in the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, all on this, the day and year first above written.

STATE OF FLORIDA DOCUMENTARY STAMP TAX 00.30 DEPT. OF REVENUE

Signed, sealed and delivered in the presence of:

Jean Hall

Christine Fowler

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE

By Michael J. Brown
Its President

Attest: Frank Fee
Its Secretary

(Corp. Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

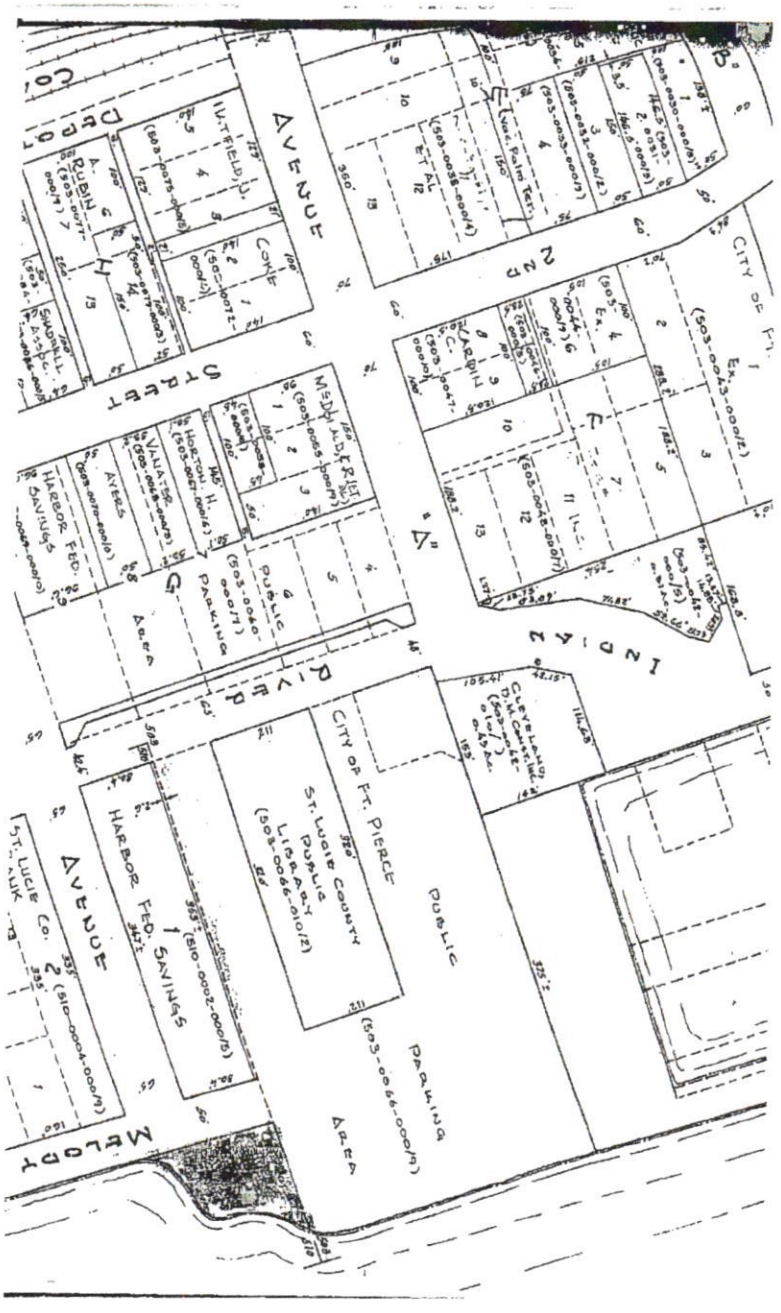
I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared MICHAEL J. BROWN and FRANK FEE, to me well known to be the President and Secretary respectively of First Federal Savings and Loan Association of Fort Pierce, a U. S. corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County aforesaid, this 29th day of September, 1976.

DOCUMENTARY SURTAX 00.55 FLORIDA

Christine Fowler
Notary Public, State of Fla. at Large
My Commission Expires 12-2-79

BOOK 258 PAGE 1565


AVENUE
STREET
2ND
INDIAN
RIVER
AVENUE
MELODY
CITY OF FT. PIERCE
PUBLIC
PARKING
AREA
ST. LUCIE COUNTY
PUBLIC
LIBRARY
HARBOR FED. SAVINGS
AYERS
VANATER
HORTON H.
CARDIN
COKE
ET AL
CLEVELAND
D.M. CONST. INC.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 23913

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Hundred Fifty and 00/100 Dollars, ($150.00), to them in hand paid by the CITY OF FORT PIERCE, a municipal corporation of the State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, subject to the provisions hereinafter set forth, unto the said CITY OF FORT PIERCE, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the point of intersection of the south line of Avenue "A" and the east line of Riverside Drive, as now located in the City of Fort Pierce, Florida, run in an easterly direction along the said south line of Avenue "A", a distance of 105.0 feet to the mean high water mark of the Indian River for the Point of Beginning; thence North 18° 53' West along said mean high water mark, a distance of 740.0 feet; thence North 75° 22' 30" East, a distance of 463.0 feet; thence South 17° 16' East, a distance of 695.0 feet; thence South 70° 01' West, a distance of 440.0 feet, more or less, to the Point of Beginning; containing 7.0 acres, more or less.

THIS CONVEYANCE is made subject to the following provisions:

(1) That said premises shall be used for public purposes only under the supervision of the City of Fort Pierce, Florida, and in the event of non-use of said premises for three (3) consecutive years, title to said premises shall, at the option of the Trustees of the Internal Improvement Fund of the State of Florida, revert to said Trustees or their successors in office.

(2) SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

-1-

This is the SUI document that is included in the current lease!

TO HAVE AND TO HOLD said premises, subject to the aforesaid provisions and reservation, unto said City of Fort Pierce, forever.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of January, A. D. 1965.

Governor

Comptroller

Treasurer

Attorney General

Commissioner of Agriculture

As and Constituting the Trustees of the Internal Improvement Fund of the State of Florida.

(SEAL)
Trustees I.I. Fund

Internal Improvement Fund, State of Florida

DEED NO. 19901 BOOK 168 PAGE 163

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 253.12 Florida Statutes 1941, and according to the provisions and procedure provided for in Section 253.12, Florida Statutes, 1941, and for and in consideration of the sum of Thirty-nine and 00/100 - ($39.00) Dollars, to them in hand paid by CITY OF FORT PIERCE, St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, bargained, said and conveyed to the said CITY OF FORT PIERCE and its successors and assigns, forever, the following described lands, to-wit:

533

Commencing at the interior quarter corner of Section 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida; run thence North 87.22 feet; thence North 71° 35' East, 672.9 feet to a point on the west line of Indian River Drive; thence North 18° 30' West, along the West line of Indian River Drive, 144.22 feet; thence North 71° 25' East, 50 feet to the east line of Indian River Drive as now laid out, at the northwest corner of Block 1 of "Riverside" Addition, as per plat thereof recorded in Plat Book 3, Page 51, St. Lucie County, Florida, Public Records, said point being the Point of Beginning of the tract herein described: From said Point of Beginning continue North 71° 25' East, along the north line of Block 1 of "Riverside" Addition and the easterly extension thereof, 540.18 feet to a point in Indian River; thence North 18° 30' West, 314.48 feet to the southeast corner of existing bulkhead of the Municipal Yacht Basin, said point being on the south line of Avenue "A" produced easterly; thence South 71° 25' West, along the south line of Avenue "A", 540.18 feet to the east line of Indian RiverDrive as now laid out; thence South 18° 30' East, along the east line of Indian River Drive, 314.48 feet to the Point of Beginning, containing 3.9 acres, more or less, and lying and being in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their Successors.

BOOK 168 PAGE 164

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 253.12, Florida Statutes, 1941, unto the said

CITY OF FORT PIERCE

and its successors
~~heirs~~ and assigns, forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capital, in the City of Tallahassee, on this the 8th day of October A. D. Nineteen Hundred and Fifty-one

Fuller Warren (SEAL)
Governor.

C. H. Gay (SEAL)
Comptroller.

J. Edwin Larson (SEAL)
Treasurer.

Richard W. Ervin (SEAL)
Attorney-General.

(SEAL)
Commissioner of Agriculture.

Clerk File No. 19763 filed in the office of the Clerk of the Circuit Court of St Lucie County, Florida on the 15 day of Oct. A.D. 19 51 at 3:15 o'clock P.M. and recorded in Deed Book No. 168 pages 163-164 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Joyce M. Moody D. C.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

OF THE STATE OF FLORIDA

DEED NO. 20808

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Dollar, and other good and valuable considerations, to them in hand paid by THE CITY OF FORT PIERCE, of the County of St. Lucie, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF FORT PIERCE and its successors and assigns, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Sections 3 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida, run thence North 89° 56½' East, 191.7 feet; thence South 0° 03½' East, 211.2 feet; thence South 89° 49½' East, 2342.5 feet to a point on the west shore of Indian River and the Point of Beginning of the lands herein described; From said Point of Beginning run thence North 16° 50½' West, 23.1 feet to the north line of Avenue "E"; thence North 89° 58½' East, along the north line of Avenue "E" extended eastwardly, 181.6 feet; thence North 18° 25½' West, 818.4 feet; thence North 43° 51½' East, 83.4 feet; thence North 60° 35½' East, 6.35 feet; thence South 18° 25½' East, 47.5 feet; thence North 72° 31½' East, 381.5 feet; thence South 18° 25½' East, 1811.8 feet to the northerly bankline of Moore's Creek extended eastwardly; thence South 75° 18½' West, along the northerly bankline of Moore's Creek extended eastwardly, 461.8 feet; thence North 18° 25½' West, 105.5 feet to the south line of Avenue "C" extended eastwardly; thence South 71° 24½' West, along the south line of Avenue "C" extended eastwardly, 140.3 feet; thence North 18° 42½' West, 50.0 feet to the north line of Avenue "C"; thence North 71° 24½' East, along the north line of Avenue "C" extended eastwardly, 140.4 feet; thence North 18° 25½' West, 262.6 feet to the south line of Avenue "D" extended eastwardly; thence South 89° 58½' West along the south line of Avenue "D" extended eastwardly, 186.7 feet; run thence North 1° 23½' East, 40.0 feet to the north line of Avenue "D"; thence North 89° 58½' East, along the north line of Avenue "D" extended eastwardly, 172.6 feet; thence North 18° 25½' West, 211.0 feet to the south line of Cedar Street extended eastwardly; thence South 89° 58½' West, along the south line of Cedar Street extended eastwardly, 176.8 feet; thence North 19° 34½' West, 52.2 feet to the north line of Cedar Street; thence North 89° 58½' East, along the north line of Cedar Street extended eastwardly, 177.8 feet; thence North 18° 25½' West, 211.0 feet to the south line of Avenue "E" extended eastwardly; thence South 89° 58½' West, along the south

line of Avenue "E" extended eastwardly, 182.0 feet; thence North 19° 34½' West, 18.2 feet to the Point of Beginning. Containing 19.7 acres.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

TO HAVE AND TO HOLD the above granted and described premises forever.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: None

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 16th, day of November, A. D. 1954.

Charley E. Johns (SEAL)
Acting Governor

C. M. Gay (SEAL)
Comptroller

(SEAL)
Trustees I. I. Fund

J. Edwin Larson (SEAL)
Treasurer

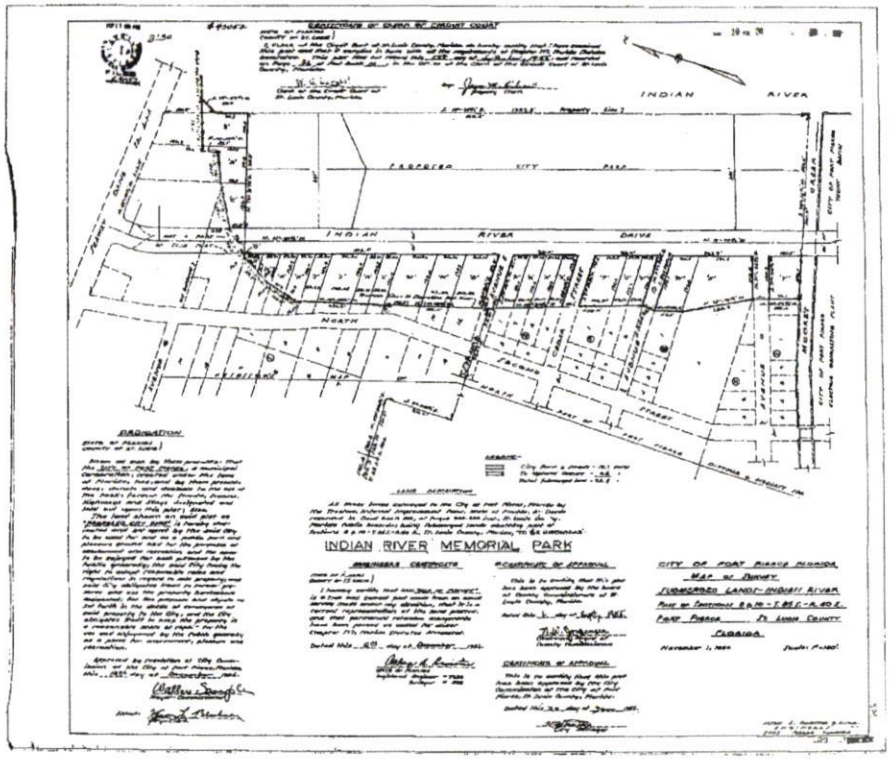
Richard W. Ervin (SEAL)
Attorney General

(SEAL)
Dept. of Agriculture

Nathan Mayo (SEAL)
Commissioner of Agriculture

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

Sent to
Errol S. Willes, Mayor
City of Fort Pierce, Fla.
December 8th, 1954



Attachment B
Page 25 of 25 Pages
Sovereignty Submerged Lands Lease No. 560344636

BTLDS 560344636

June 3, 2025

1:9,028

State Land Records (BTLDSR)

Public Land Survey System 2006

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

State of Florida, Maxar, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, FDEP

Map created by Map Direct, powered by ESRI.

Florida Department of Environmental Protection makes no warranty,expressed or implied,or assumes any legal liability or responsibility for the accuracy,completeness,or usefulness of any information,apparatus,product,or process disclosed,or represents that its use would not infringe privately owned rights.

This Instrument Prepared By:
Tiana D. Brown
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 560344636

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Fort Pierce, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 10,
Township 35 South, Range 40 East, in Indian River Lagoon,
St. Lucie County, containing 916,768 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated July 16, 2009.

TO HAVE THE USE OF the hereinabove described premises from October 23, 2014, the effective date of this lease renewal, through October 23, 2019, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a pilot project storm protection island system to consist of 12 islands and one peninsular structure and the dredging thereof to be used exclusively for storm protection in conjunction with an upland 269-slip public marina, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 56-0129156-011, dated October 23, 2009, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Fort Pierce, Florida
Attention: City Manager
100 N. US Highway One
Fort Pierce, Florida 34950

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment **B**, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment **B**. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. SPECIAL LEASE CONDTIONS:

A. The Lessee shall prohibit public access to the storm protection island system located within the leased premises. To ensure compliance, the Lessee shall place and maintain signs stating "no public access allowed" around all components of the storm protection island system in a manner that is clearly visible to any persons utilizing the surrounding submerged lands. Additionally, to preclude public access from Tombolo Point, the Lessee shall install and maintain a fence with a locked access gate immediately landward of the peninsular structure. Commercial and private activities shall be prohibited within the limits of the storm protection island system unless the State of Florida Department of Environmental Protection, as staff to the Lessor, has authorized the activity in writing prior to the commencement of the activity. The Lessee shall manage, maintain and monitor the storm protection island system in accordance with the terms and conditions of the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 56-0129156-011.

B. During the term of this lease and all subsequent renewals modifications, the Lessee shall obtain and maintain adequate property insurance coverage and/or establish and maintain an island maintenance and performance fund sufficient to cover the repair of any damages to the islands as a result of any event.

C. If the State of Florida Department of Environmental Protection, as staff to the Lessor, determines that the storm protection island system does not function to protect the Lessee's waterfront marina from future storm events, this lease will be presented to the Lessor at a regularly scheduled meeting for a determination as to whether this lease should be terminated. If premises to their original condition at the sole cost and expense of the Lessee.

WITNESSES:

M. Sue Jones
Original Signature

M. Sue Jones
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: Cheryl C McCall
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6TH day of February, 2015, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Sally L. Hurin 10/24/14
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

Notary Public State of Florida
Kathy C Griffin
My Commission EE148787
Expires 11/27/2015

My Commission Expires:

Commission/Serial No.

WITNESSES:

Linda W. Cox
Original Signature

Linda W. Cox, City Clerk
Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

City of Fort Pierce, Florida (SEAL)

BY: Linda Hudson
Original Signature of Executing Authority

Linda Hudson
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"LESSEE"

STATE OF FLORIDA

COUNTY OF ST LUCIE

The foregoing instrument was acknowledged before me this 28th day of JANUARY, 2015, by Linda Hudson as Mayor, for and on behalf of City of Fort Pierce, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of

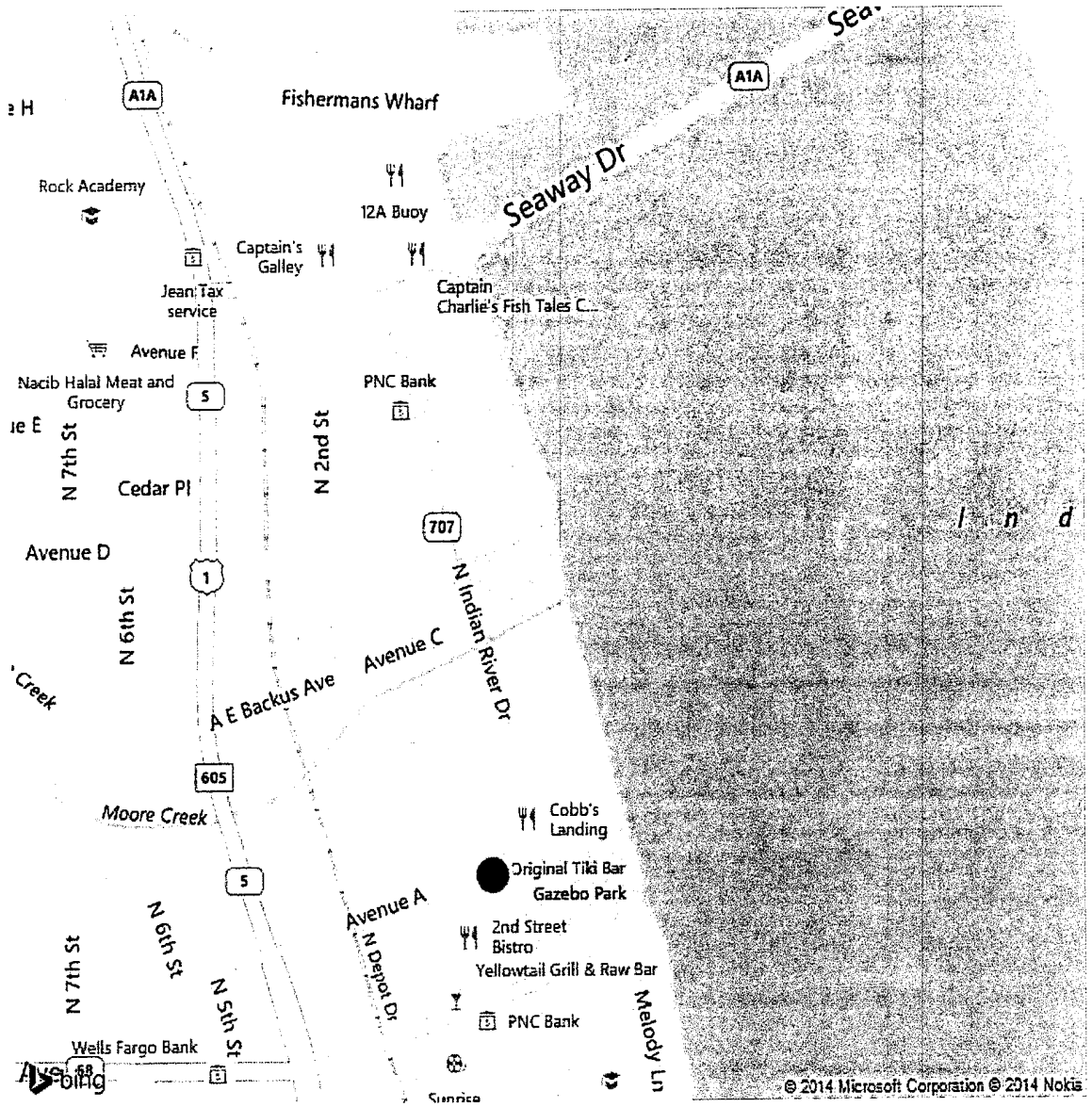
Printed, Typed or Stamped Name

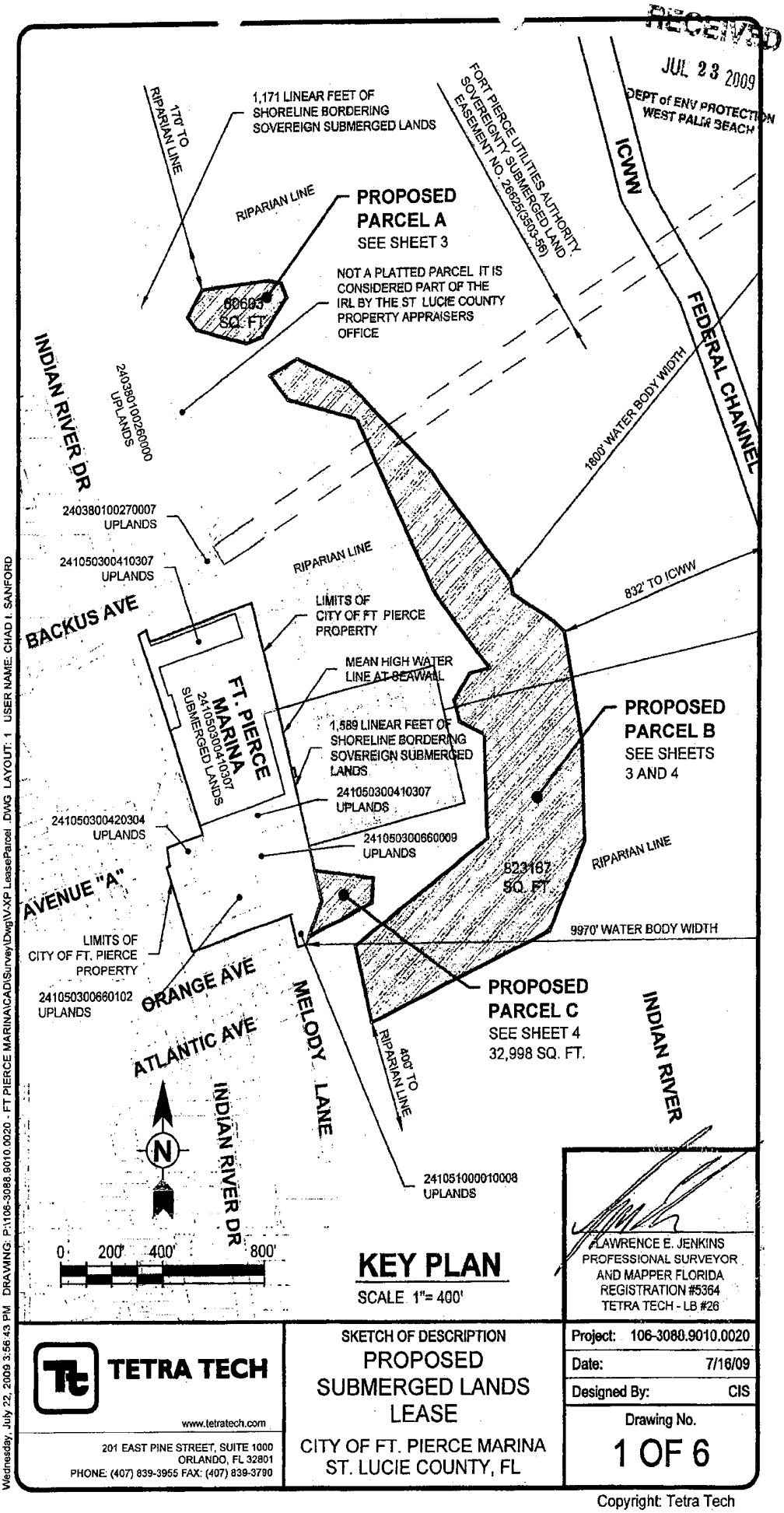
ALLISON H MARTIN
Notary Public - State of Florida
My Comm. Expires Nov 29, 2017
Commission # FF 58656
Bonded Through National Notary Assn.

Commission/Serial No.

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
City Attorney


A1A
Fishermans Wharf
Rock Academy
12A Buoy
Seaway Dr
Captain's Galley
Jean Tax service
Captain Charlie's Fish Tales C...
Avenue F
Nacib Halal Meat and Grocery
PNC Bank
N 7th St
N 2nd St
Cedar Pl
707
Avenue D
N 6th St
N Indian River Dr
Avenue C
A E Backus Ave
605
Moore Creek
Cobb's Landing
Original Tiki Bar
Gazebo Park
Avenue A
2nd Street Bistro
Yellowtail Grill & Raw Bar
N Depot Dr
PNC Bank
Melody Ln
N 5th St
Wells Fargo Bank
Sunrise
© 2014 Microsoft Corporation © 2014 Nokia

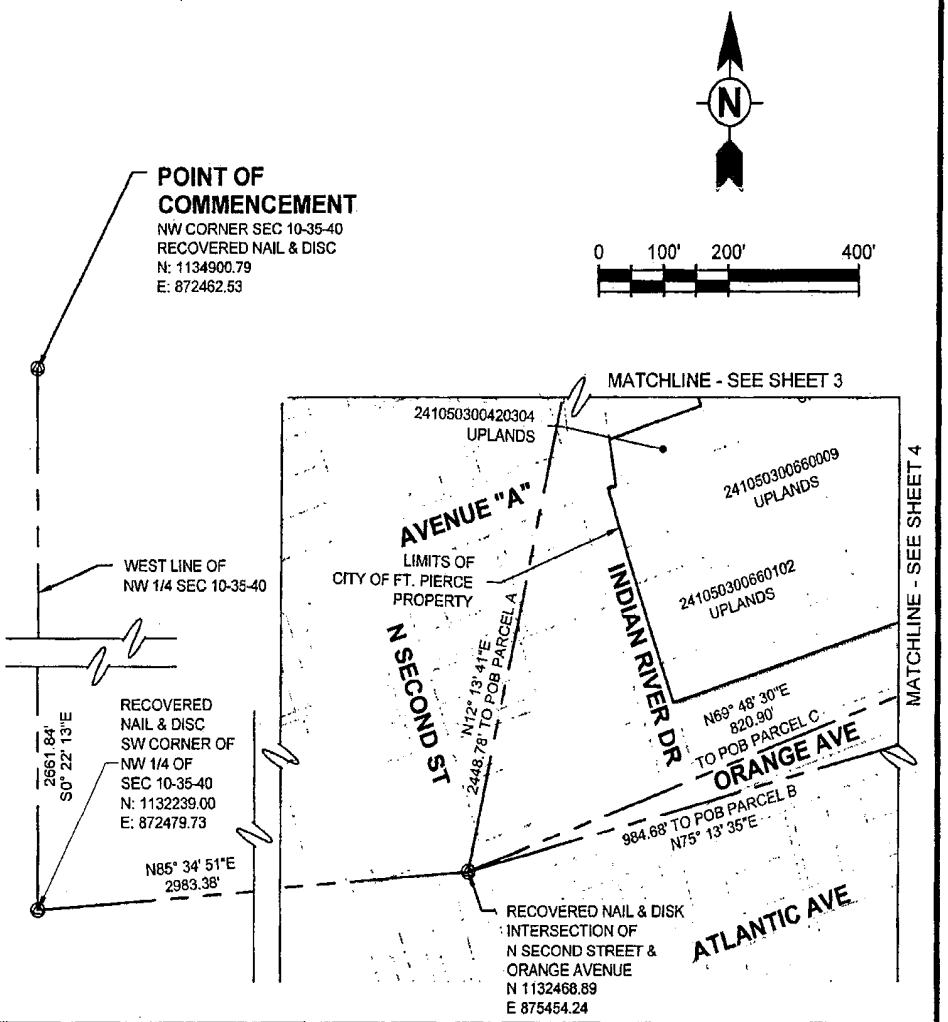


Copyright: Tetra Tech

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N75° 18' 19"W	200.93'
L2	S37° 45' 40"E	56.28'
L3	S28° 59' 31"W	114.86'
L4	S83° 33' 16"W	258.20'
L5	N80° 24' 14"W	53.39'
L6	N22° 07' 44"W	55.90'
L7	N34° 01' 01"E	170.81'
L8	N69° 47' 35"E	65.58'
L9	N54° 10' 29"E	639.35'
L10	N2° 05' 19"W	371.99'
L11	N65° 29' 33"W	106.71'
L12	N15° 54' 02"W	79.18'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N32° 01' 33"E	113.62'
L14	N75° 04' 46"E	80.17'
L15	N38° 53' 08"W	356.84'
L16	N26° 26' 26"W	676.45'
L17	N75° 45' 10"W	278.50'
L18	N37° 58' 13"W	113.78'
L19	N60° 51' 06"E	122.12'
L20	S66° 17' 27"E	217.39'
L21	S45° 44' 11"E	457.04'
L22	S39° 01' 43"E	495.09'
L23	S13° 26' 09"E	48.10'
L24	S59° 02' 17"E	185.44'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L25	S48° 07' 20"E	56.74'
L26	S10° 07' 57"E	399.04'
L27	S1° 48' 16"E	357.45'
L28	S23° 21' 19"W	338.23'
L29	S65° 07' 36"W	768.49'
L30	N13° 42' 58"W	278.32'
L31	N21° 49' 55"E	132.00'
L32	N14° 17' 48"W	112.68'
L33	S83° 06' 11"E	232.15'
L34	S3° 03' 18"W	86.35'
L35	S64° 32' 58"W	273.69'



TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION

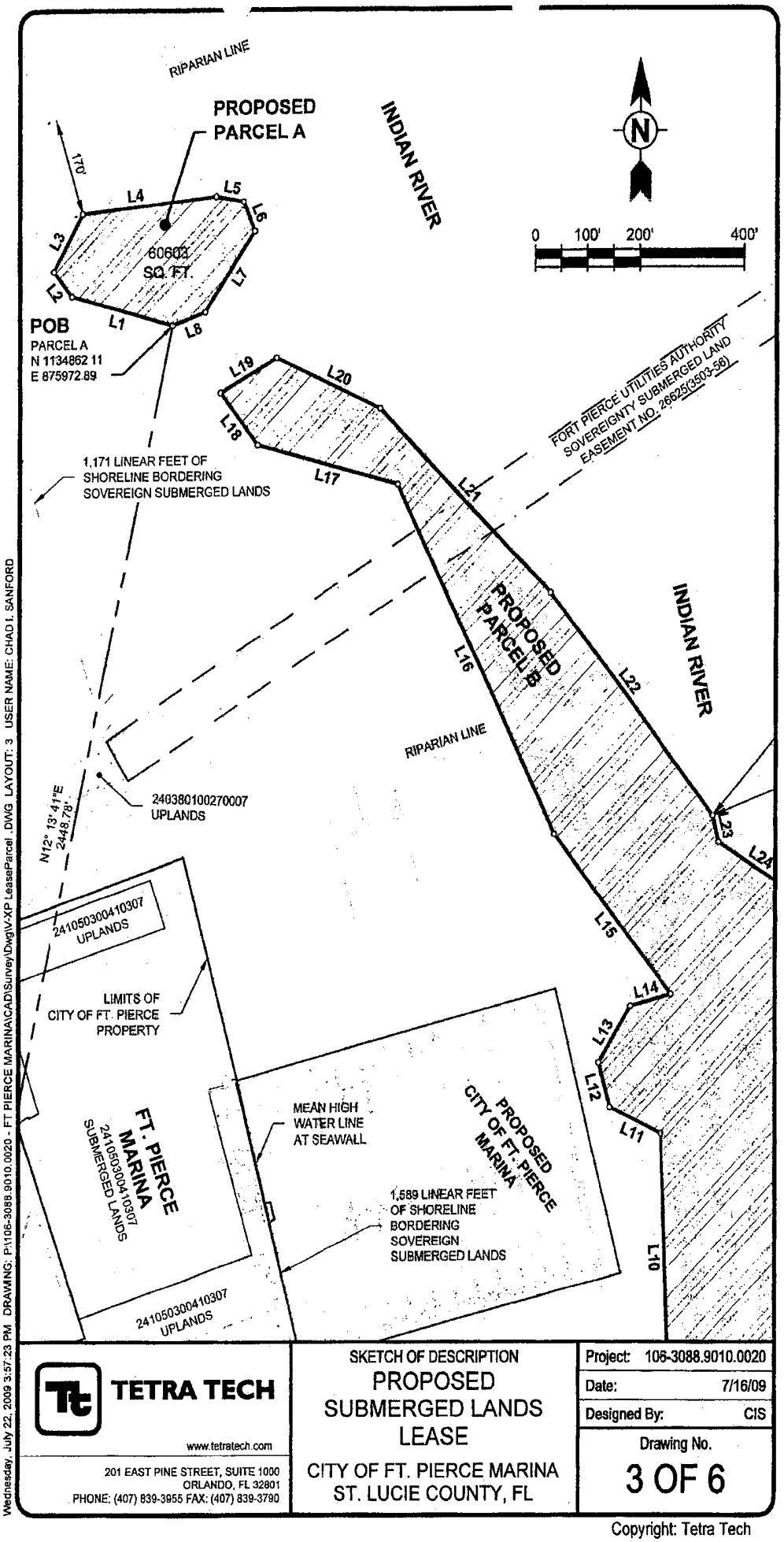
PROPOSED SUBMERGED LANDS LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	2 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 3:57:06 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 2 USER NAME: CHAD I. SANFORD



Wednesday, July 22, 2009 3:57:23 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 3 USER NAME: CHAD I. SANFORD

TETRA TECH

www.tetratech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

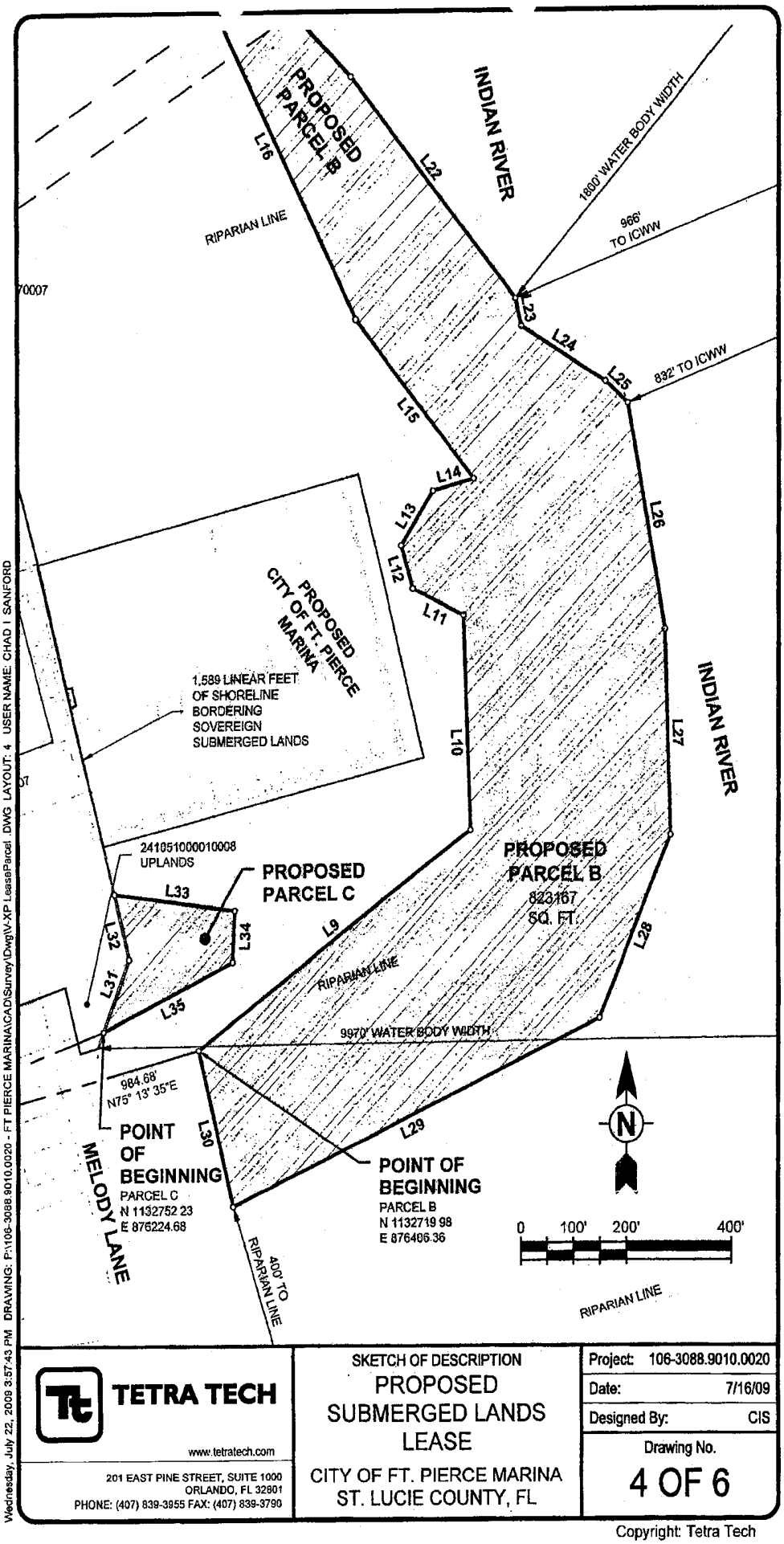
SKETCH OF DESCRIPTION

PROPOSED SUBMERGED LANDS LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	3 OF 6

Copyright: Tetra Tech



Copyright: Tetra Tech

LEGAL DESCRIPTION: (PARCEL A)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N12°13'41"E, FOR A DISTANCE OF 2,448.78 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1134862.11, E 875972.89); THENCE RUN N75°18'19"W, FOR A DISTANCE OF 200.93 FEET; THENCE RUN N37°45'40"W, FOR A DISTANCE OF 56.28 FEET; THENCE RUN N28°59'31"E, FOR A DISTANCE OF 114.86 FEET; THENCE RUN N83°33'16"E, FOR A DISTANCE OF 258.20 FEET; THENCE RUN S80°24'14"E, FOR A DISTANCE OF 53.39 FEET; THENCE RUN S22°07'44"E, FOR A DISTANCE OF 55.90 FEET; THENCE RUN S34°01'01"W, FOR A DISTANCE OF 170.81 FEET; THENCE RUN S69°47'35"W, FOR A DISTANCE OF 65.58 FEET TO THE POINT OF BEGINNING.

(CONTAINING 60,603 SQ. FT. OR 1.391 ACRES, MORE OR LESS)

LEGAL DESCRIPTION: (PARCEL B)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N75°13'35"E, FOR A DISTANCE OF 984.68 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1132719.98, E 876406.36); THENCE RUN N54°10'29"E, FOR A DISTANCE OF 639.35 FEET; THENCE RUN N02°05'19"W, FOR A DISTANCE OF 371.99 FEET; THENCE RUN N65°29'33"W, FOR A DISTANCE OF 106.71 FEET; THENCE RUN N15°54'02"W, FOR A DISTANCE OF 79.18 FEET; THENCE RUN N32°01'33"E, FOR A DISTANCE OF 113.62 FEET; THENCE RUN N75°04'46"E, FOR A DISTANCE OF 80.17 FEET; THENCE RUN N38°53'08"W, FOR A DISTANCE OF 356.84 FEET; THENCE RUN N26°26'26"W, FOR A DISTANCE OF 676.45 FEET; THENCE RUN N75°45'10"W, FOR A DISTANCE OF 278.50 FEET; THENCE RUN N37°58'13"W, FOR A DISTANCE OF 113.78 FEET; THENCE RUN N60°51'06"E, FOR A DISTANCE OF 122.12 FEET; THENCE RUN S66°17'27"E, FOR A DISTANCE OF 217.39 FEET; THENCE RUN S45°44'11"E, FOR A DISTANCE OF 457.04 FEET; THENCE RUN S39°01'43"E, FOR A DISTANCE OF 495.09 FEET; THENCE RUN S13°26'09"E, FOR A DISTANCE OF 48.10 FEET; THENCE RUN S59°02'17"E, FOR A DISTANCE OF 185.44 FEET; THENCE RUN S48°07'20"E, FOR A DISTANCE OF 56.74 FEET; THENCE RUN S10°07'57"E, FOR A DISTANCE OF 399.04 FEET; THENCE RUN S01°48'16"E, FOR A DISTANCE OF 357.45 FEET; THENCE RUN S23°21'19"W, FOR A DISTANCE OF 338.23 FEET; THENCE RUN S65°07'36"W, FOR A DISTANCE OF 768.49 FEET; THENCE RUN N13°42'58"W, FOR A DISTANCE OF 278.32 FEET TO THE POINT OF BEGINNING.

(CONTAINING 823,167 SQ. FT. SQUARE FEET OR 18.897 ACRES, MORE OR LESS)

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED
SUBMERGED LANDS
LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	5 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 3:57:49 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\DwgIV-XP LeaseParcel .DWG LAYOUT: 5 USER NAME: CHAD I. SANFORD

LEGAL DESCRIPTION: (PARCEL C)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N69°48'30"E, FOR A DISTANCE OF 820.90 FEET TO THE POINT OF BEGINNING (BEING A POINT ON THE WATERWARD FACE OF A CONCRETE SEAWALL, HAVING A STATE PLANE COORDINATE OF N 1132752.23, E 876224.68); THENCE RUN N21°49'55"E, ALONG SAID CONCRETE SEAWALL FOR A DISTANCE OF 132.00 FEET; THENCE RUN N14°17'48"W, FOR A DISTANCE OF 112.68 FEET; THENCE DEPARTING SAID CONCRETE SEAWALL, RUN S83°06'11"E, FOR A DISTANCE OF 232.15 FEET; THENCE RUN S03°03'18"W, FOR A DISTANCE OF 86.35 FEET; THENCE RUN S64°32'58"W, FOR A DISTANCE OF 273.69 FEET TO THE POINT OF BEGINNING.

(CONTAINING 32,998 SQ. FT. SQUARE FEET OR 0.758 ACRES, MORE OR LESS)

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 10-35-40, HAVING A BEARING OF S0°22'13"E. (STATE PLANE COORDINATES NAD83, FLORIDA EAST ZONE)
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 61-G17, FLORIDA ADMINISTRATIVE CODE.
5. TOTAL PROPOSED LEASE AREA = 916,768 SQUARE FEET OR 21.046 ACRES, MORE OR LESS.
6. LINEAR FOOTAGE OF APPLICANT'S SHORELINE IS (1,171 + 1,589) FEET BORDERING SOVEREIGNTY SUBMERGED LANDS.
7. PROPOSED DOCK INFROMATION AS SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.
8. THE SHORELINE IS 100% SEAWALL/BULKHEAD FOR 1,000 LINEAR FEET ON EITHER SIDE OF THE LEASE AREA.
9. NO MOORED VESSELS SHALL OVERHANG THE LEASE BOUNDARIES.
10. THIS SURVEY CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED
SUBMERGED LANDS
LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	6 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 4:58:17 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\DwgV-XP LeaseParcel .DWG LAYOUT: 6 USER NAME: CHAD I. SANFORD

RIGHT-OF-WAY DEED

THIS DEED Made this 16th day of September, 1958, by St. Lucie County, Florida, Party of the First Part, and City of Fort Pierce, a Municipal Corporation of the State of Florida, Party of the Second Part,

WITNESSETH: That the Party of the First Part, for and in consideration of the sum of ONE ($1.00) DOLLAR to it in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell to the said Party of the Second Part, its successors and assigns, a right-of-way and easement over, upon and across the following described land, lying and being in St. Lucie County, Florida, to-wit:

From an iron rod at the Northwest corner of the St. Lucie County Park property as shown on map recorded in Plat Book 7, Page 3, St. Lucie County, Florida, public records, the same being a part of the plat of RIVERSIDE ADDITION, as recorded in Plat Book 3, Page 51 of said public records, run thence Northeasterly along the North line of the said St. Lucie County Park Property 15 feet to the point of beginning of the tract herein described, from said point of beginning run Southeasterly along a line parallel to and 15 feet East of the West line of the aforesaid County Park property to the South boundary line of said County Park Property, thence run Northwesterly along the South line of the County Park Property 15 feet to the Southwest corner of said County Park Property, thence run Northwesterly along the West line of aforesaid County Park Property to the Northwest corner of aforesaid County Park Property, thence run Northeasterly along the North line of said County Park Property 15 feet to the point of beginning.

This deed is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right-of-way and easement in and to said lands for street and utilities purposes; and the said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever, claiming, by, through or under party of the first part.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year first aforesaid.

ST. LUCIE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By _____
Its Chairman

ATTEST: W. C. Baggett
Clerk of Circuit Court

CLERK FILE NO. 81753 Indexed
FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, ON THE 14 DAY OF Jan. A. D. 19 60 AT 4:03 O'CLOCK P M. AND RECORDED IN Deed BOOK NO. 254 PAGES 537-538 AND RECORD VERIFIED.
W. C. BAGGETT, CLERK CIRCUIT COURT, ST. LUCIE COUNTY, FLA.
BY Margaret Jones D. C.

CIRCUIT COURT ST. LUCIE COUNTY

347217

DEED

THIS DEED, made this 29th day of September, 1976, by FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE, a corporation organized and existing under the laws of the United States, hereinafter called "Grantor", to CITY OF FORT PIERCE, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having mailing address of P. O. Box 1480, Fort Pierce, Florida 33450, hereinafter called "Grantee".

WITNESSETH: That the Grantor, for and in considertaion of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Lucie County, Florida, viz:

That portion of the below described tract lying East of that certain roadway known as Melody Lane and together with riparian rights:

ALL of Block 1 of RIVERSIDE ADDITION as per plat thereof recorded in Plat Book 3, page 51, of the public records of St. Lucie County, Florida, including all riparian rights and any right, title or interest of the Grantor in and to the street known as Orange Avenue adjacent to said Block 1 of said RIVERSIDE ADDITION.

APPRAISERS USE ONLY 2410-510-0001-000/8 A

FILED AND RECORDED ST. LUCIE COUNTY FLA. ROGER POTTRAS CLERK CIRCUIT COURT RECORD VERIFIED

OCT 7 2 19 PM '76

347217

EXCEPTING THEREFROM those certain properties more particularly described in Deed Book 247 at page 61 and Deed Book 221 at page 377 of the public records of St. Lucie County, Florida

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same upon the express condition that the same shall be used solely for public park purposes and that no permanent structure shall be built or placed thereon which would, in any manner, obscure the view of Indian River from the lands lying on the West side of said Melody Lane. IT IS EXPRESSLY UNDERSTOOD that if the foregoing condition be violated in any manner whatsoever, the title to the above described land shall revert to and immediately vest in the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, all on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

Jean Hall

Christine Fowler

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE

By Michael J. Brown
Its President

Attest: Frank Fee
Its Secretary
(Corp. Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared MICHAEL J. BROWN and FRANK FEE, to me well known to be the President and Secretary respectively of First Federal Savings and Loan Association of Fort Pierce, a U. S. corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

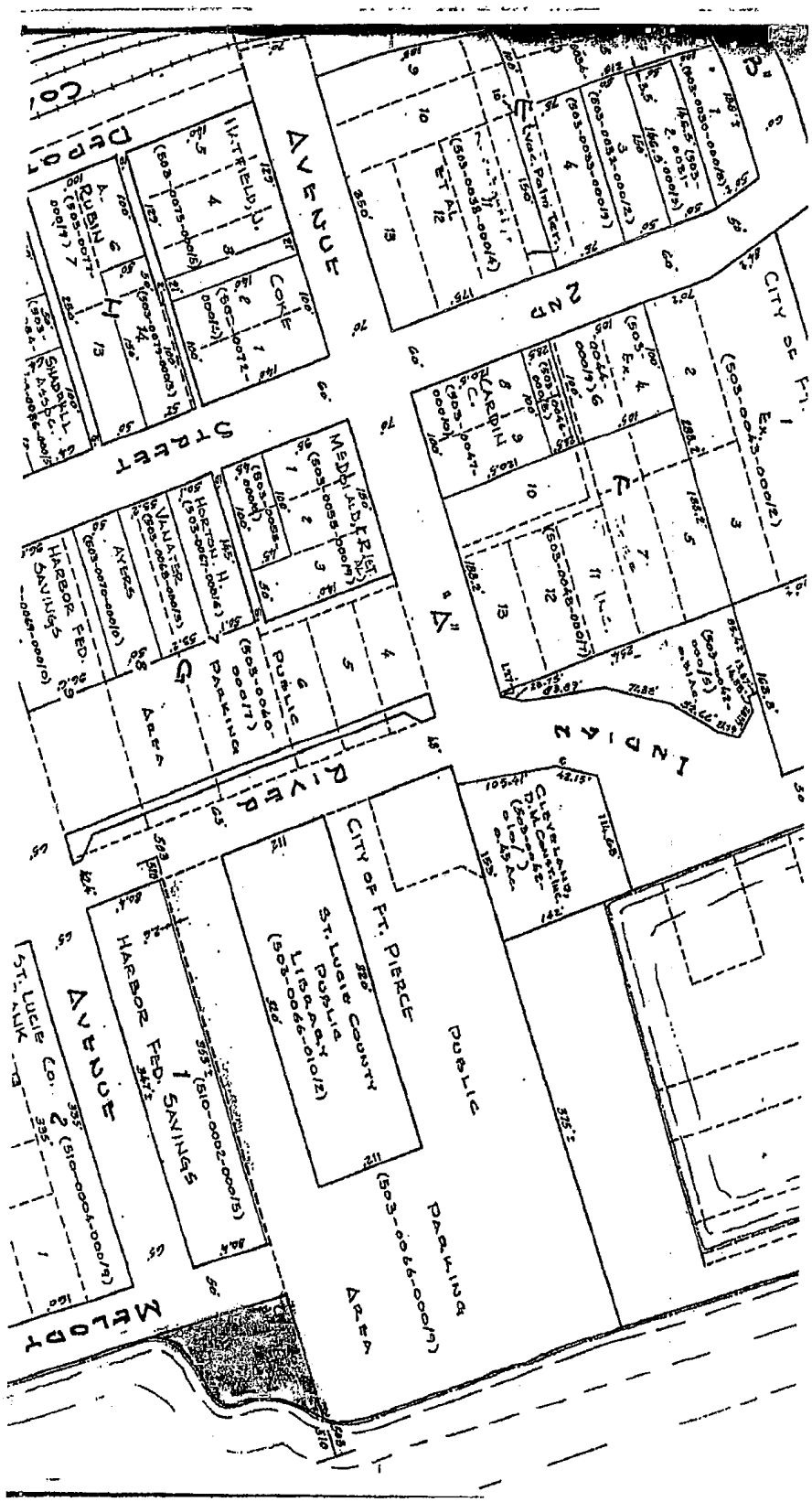
WITNESS my hand and official seal in the State and County aforesaid, this 29th day of September, 1976.

Christine Fowler
Notary Public, State of Fla. at Large
My Commission Expires 11-13-79

DOCUMENTARY STAMP TAX 00.30 DEPT. OF REVENUE

DOCUMENTARY SUR TAX 00.55 FLORIDA

BOOK 258 PAGE 1565


AVENUE
STREET
2ND
INDIAN
RIVER
AVENUE
MELODY
CITY OF FT. PIERCE
ST. LUCIE COUNTY PUBLIC LIBRARY
HARBOR FED. SAVINGS
PUBLIC PARKING AREA
CLEVELAND, D.M. CONST. INC.
HARBOR FED. SAVINGS
AYERS
VANATER
HORTON, H.
MEDICAL DISTRICT
CARDIN
COKE
HATFIELD, N.
RUBIN
SHADOWLL ASSOC.
ET AL
Vac. Palm Ter.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 23913

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Hundred Fifty and 00/100 Dollars, ($150.00), to them in hand paid by the CITY OF FORT PIERCE, a municipal corporation of the State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, subject to the provisions hereinafter set forth, unto the said CITY OF FORT PIERCE, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the point of intersection of the south line of Avenue "A" and the east line of Riverside Drive, as now located in the City of Fort Pierce, Florida, run in an easterly direction along the said south line of Avenue "A", a distance of 105.0 feet to the mean high water mark of the Indian River for the Point of Beginning; thence North 18° 53' West along said mean high water mark, a distance of 740.0 feet; thence North 75° 22' 30" East, a distance of 463.0 feet; thence South 17° 16' East, a distance of 695.0 feet; thence South 70° 01' West, a distance of 440.0 feet, more or less, to the Point of Beginning; containing 7.0 acres, more or less.

THIS CONVEYANCE is made subject to the following provisions:

(1) That said premises shall be used for public purposes only under the supervision of the City of Fort Pierce, Florida, and in the event of non-use of said premises for three (3) consecutive years, title to said premises shall, at the option of the Trustees of the Internal Improvement Fund of the State of Florida, revert to said Trustees or their successors in office.

(2) SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

This is the SUI document that is included in the current lease!

TO HAVE AND TO HOLD said premises, subject to the aforesaid provisions and reservation, unto said City of Fort Pierce, forever.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of January, A. D. 1965.

(SEAL)
Trustees I.I. Fund

Governor

Comptroller

Treasurer

Attorney General

Commissioner of Agriculture

As and Constituting the Trustees of the Internal Improvement Fund of the State of Florida.

Internal Improvement Fund, State of Florida

DEED NO. 19901 BOOK 168 PAGE 163

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 253.12 Florida Statutes 1941, and according to the provisions and procedure provided for in Section 253.13, Florida Statutes, 1941, and for and in consideration of the sum of Thirty-nine and 00/100 ($39.00) Dollars, to them in hand paid by CITY OF FORT PIERCE,

St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said CITY OF FORT PIERCE and its successors and assigns, forever, the following described lands, to-wit:

Commencing at the interior quarter corner of Section 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida; run thence North 87.22 feet; thence North 71° 35' East, 672.9 feet to a point on the west line of Indian River Drive; thence North 18° 30' West, along the West line of Indian River Drive, 144.22 feet; thence North 71° 25' East, 50 feet to the east line of Indian River Drive as now laid out, at the northwest corner of Block 1 of "Riverside" Addition, as per plat thereof recorded in Plat Book 3, Page 51, St. Lucie County, Florida, Public Records, said point being the Point of Beginning of the tract herein described; From said Point of Beginning continue North 71° 25' East, along the north line of Block 1 of "Riverside" Addition and the easterly extension thereof, 540.18 feet to a point in Indian River; thence North 18° 30' West, 314.48 feet to the southeast corner of existing bulkhead of the Municipal Yacht Basin, said point being on the south line of Avenue "A" produced easterly; thence South 71° 25' West, along the south line of Avenue "A", 540.18 feet to the east line of Indian RiverDrive as now laid out; thence South 18° 30' East, along the east line of Indian River Drive, 314.48 feet to the Point of Beginning, containing 3.9 acres, more or less, and lying and being in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

BOOK 168 PAGE 164

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 253.12, Florida Statutes, 1941, unto the said

CITY OF FORT PIERCE

and its successors

~~heirs~~ and assigns, forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capital, in the City of Tallahassee, on this the 6th day of October A. D. Nineteen Hundred and Fifty-one.

Fuller Warren (SEAL)
Governor.

C. H. Gay (SEAL)
Comptroller.

J. Edwin Larson (SEAL)
Treasurer.

Richard W. Ervin (SEAL)
Attorney-General.

(SEAL)
Commissioner of Agriculture.

Clerk File No. 19763 filed in the office of the Clerk of the Circuit Court of St Lucie County, Florida on the 15th day of Oct. A.D. 1951 at 3:55 o'clock P.M. and recorded in Deed Book No. 168 pages 163-164 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Joyce M. Moody D. C.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

OF THE STATE OF FLORIDA

DEED NO. 20808

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Dollar, and other good and valuable considerations, to them in hand paid by THE CITY OF FORT PIERCE, of the County of St. Lucie, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF FORT PIERCE and its successors and assigns, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Sections 3 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida, run thence North 89° 56½' East, 191.7 feet; thence South 0° 03½' East, 211.2 feet; thence South 89° 49½' East, 2342.5 feet to a point on the west shore of Indian River and the Point of Beginning of the lands herein described: From said Point of Beginning run thence North 16° 50½' West, 23.1 feet to the north line of Avenue "E"; thence North 89° 58½' East, along the north line of Avenue "E" extended eastwardly, 181.6 feet; thence North 18° 25½' West, 818.4 feet; thence North 43° 51½' East, 83.4 feet; thence North 60° 35½' East, 6.35 feet; thence South 18° 25½' East, 47.5 feet; thence North 72° 31½' East, 381.5 feet; thence South 18° 25½' East, 1811.8 feet to the northerly bankline of Moore's Creek extended eastwardly; thence South 75° 18½' West, along the northerly bankline of Moore's Creek extended eastwardly, 461.8 feet; thence North 18° 25½' West, 105.5 feet to the south line of Avenue "C" extended eastwardly; thence South 71° 24½' West, along the south line of Avenue "C" extended eastwardly, 140.3 feet; thence North 18° 42½' West, 50.0 feet to the north line of Avenue "C"; thence North 71° 24½' East, along the north line of Avenue "C" extended eastwardly, 140.4 feet; thence North 18° 25½' West, 262.6 feet to the south line of Avenue "D" extended eastwardly; thence South 89° 58½' West along the south line of Avenue "D" extended eastwardly, 186.7 feet; run thence North 1° 23½' East, 40.0 feet to the north line of Avenue "D"; thence North 89° 58½' East, along the north line of Avenue "D" extended eastwardly, 172.6 feet; thence North 18° 25½' West, 211.0 feet to the south line of Cedar Street extended eastwardly; thence South 89° 58½' West, along the south line of Cedar Street extended eastwardly, 176.8 feet; thence North 19° 34½' West, 52.2 feet to the north line of Cedar Street; thence North 89° 58½' East, along the north line of Cedar Street extended eastwardly, 177.8 feet; thence North 18° 25½' West, 211.0 feet to the south line of Avenue "E" extended eastwardly; thence South 89° 58½' West, along the south

line of Avenue "E" extended eastwardly, 182.0 feet; thence North 19° 34½' West, 18.2 feet to the Point of Beginning. Containing 19.7 acres.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

TO HAVE AND TO HOLD the above granted and described premises forever.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: None

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 16th, day of November, A. D. 1954.

Charley E. Johns (SEAL)
Acting Governor

C. M. Gay (SEAL)
Comptroller

(SEAL)
Trustees I. I. Fund

J. Edwin Larson (SEAL)
Treasurer

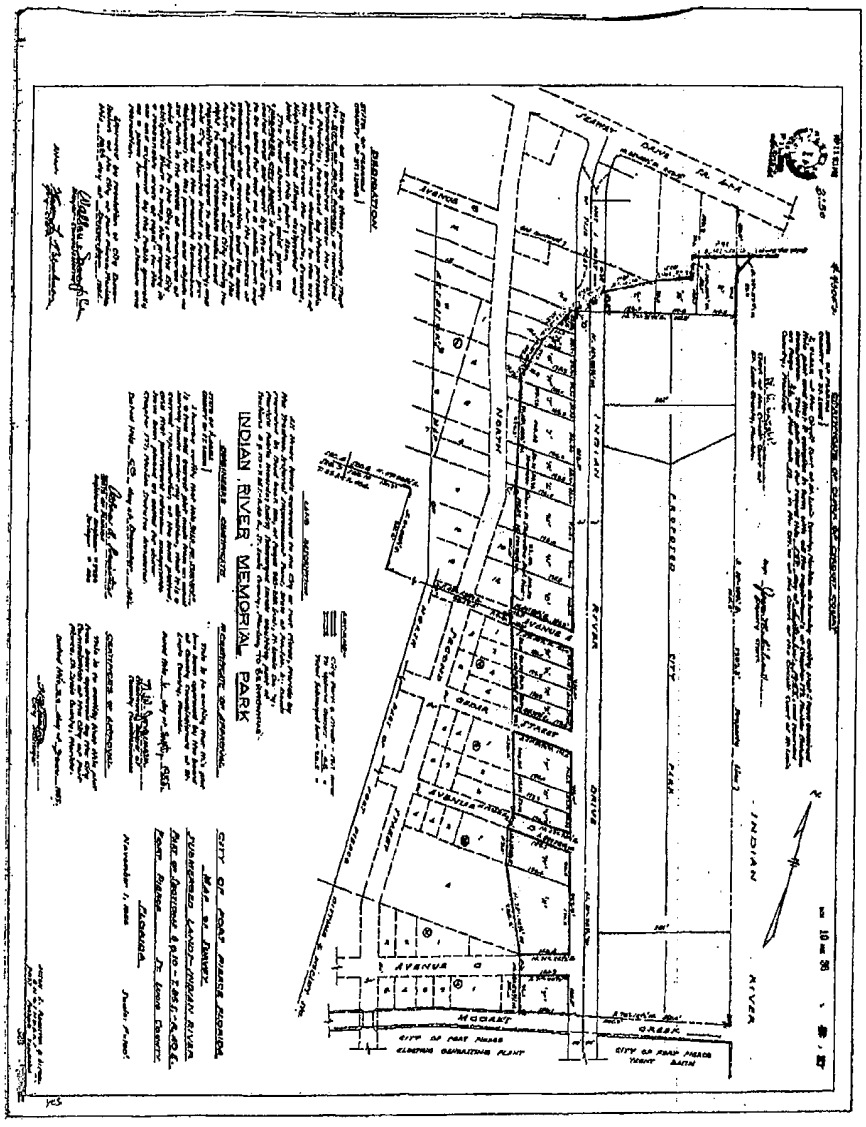
Richard W. Ervin (SEAL)
Attorney General

(SEAL)
Dept. of Agriculture

Nathan Mayo (SEAL)
Commissioner of Agriculture

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

Sent to
Errol S. Willes, Mayor
City of Fort Pierce, Fla.
December 8th, 1954


INDIAN RIVER MEMORIAL PARK
INDIAN
RIVER

Document Type: Current Submerged Land Lease
[CSL Coversheet]

DM ID# _____

Instrument Desc.	**RENEWAL**			
Lease #	**560344636**			
Permit Application #	**56-0129156-011**			
Document Date	**2/6/2015**			
Water Body	**INDIAN RIVER LAGOON**			
Original County	**ST LUCIE**			
Section(s)	**10**			
Township(s)	**40S**			
Range(s)	**35E**			
Total Area	**21.046**	**Area Unit**	**(A) Acre(s)**	
Recording County		**B:**	**P:**	**O**
Recording County Instrument #				**I**
Lessee	**CITY OF FORT PIERCE**			
Comments:				

Date prepped:
3/20/2015

The information on this page was collected during the prep phase of scanning. Please refer to the document for actual information.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

MEMORANDUM

TO: **TITLE & LAND RECORD FILE**
FROM: **KAREN McMILLAN, PLANNING MANAGER**
SUBJECT: **PAPERLESS INITIATIVE**
DATE: **3/20/2015**

Due to DEP'S implementation of the '***Paperless Initiative***' of 2014, all backup documentation may not have been included in the transmittal of this document or file. If any other information is needed, please contact the following people:

NAME:		BUREAU	
Tiana Brown		BPLA	
Cheryl McCall		BPLA	

This Instrument Prepared By:
Celeda Wallace
Action No. 40843
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 560344636

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Fort Pierce, Florida, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 10,
Township 35 South, Range 40 East, in Indian River Lagoon,
St. Lucie County, Florida, containing 916,768 square feet, more or less,
as is more particularly described and shown on Attachment A, dated July 16, 2009.

TO HAVE THE USE OF the hereinabove described premises from October 23, 2019, the effective date of this Lease renewal, through October 23, 2024, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a pilot project storm protection island system to consist of 12 islands and one peninsular structure and the dredging thereof to be used exclusively for storm protection in conjunction with a 269-slip public marina (98 slips located on sovereignty submerged lands within sovereignty submerged lease No. 560109629 and 171 slips located on privately owned submerged lands) and an upland municipal marina complex, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 56-0129156-011, dated October 23, 2009, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor .

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Fort Pierce, Florida
Attention: City Manager
100 N. US Highway One
Fort Pierce, Florida 34950

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit public access to the storm protection island system located within the leased premises. To ensure compliance, the Lessee shall place and maintain signs stating "no public access allowed" around all components of the storm protection island system in a manner that is clearly visible to any persons utilizing the surrounding submerged lands. Additionally, to preclude public access from Tombolo Point, the Lessee shall install and maintain a fence with a locked access gate immediately landward of the peninsular structure. Commercial and private activities shall be prohibited within the limits of the storm protection island system unless the State of Florida Department of Environmental Protection, as staff to the Lessor, has authorized the activity in writing prior to the commencement of the activity. The Lessee shall manage, maintain and monitor the storm protection island system in accordance with the terms and conditions of the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 56-0129156-011.

B. During the term of this lease and all subsequent renewals modifications, the Lessee shall obtain and maintain adequate property insurance coverage and/or establish and maintain an island maintenance and performance fund sufficient to cover the repair of any damages to the islands as a result of any event.

C. If the State of Florida Department of Environmental Protection, as staff to the Lessor, determines that the storm protection island system does not function to protect the Lessee's waterfront marina from future storm events, this lease will be presented to the Lessor at a regularly scheduled meeting for a determination as to whether this lease should be terminated. If premises to their original condition at the sole cost and expense of the Lessee.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, ~~Senior Management Analyst Supervisor~~, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Chief

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23rd day of August, 2021, by Brad Richardson, ~~Senior Management Analyst Supervisor~~, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Chief

APPROVED SUBJECT TO PROPER EXECUTION:

5/11/2020

DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

KATHY C. GRIFFIN
MY COMMISSION # GG 927461
EXPIRES: November 27, 2023
Bonded Thru Notary Public Underwriters

Commission/Serial No. _____

WITNESSES:

Brittany Meredith
Original Signature

Brittany Meredith
Typed/Printed Name of Witness

Miriam Garcia
Original Signature

Miriam Garcia
Typed/Printed Name of Witness

City of Fort Pierce, Florida (SEAL)

BY: Linda Hudson
Original Signature of Executing Authority

Linda Hudson
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 3rd day of August, 2021, by Linda Hudson as Mayor, for and on behalf of City of Fort Pierce, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

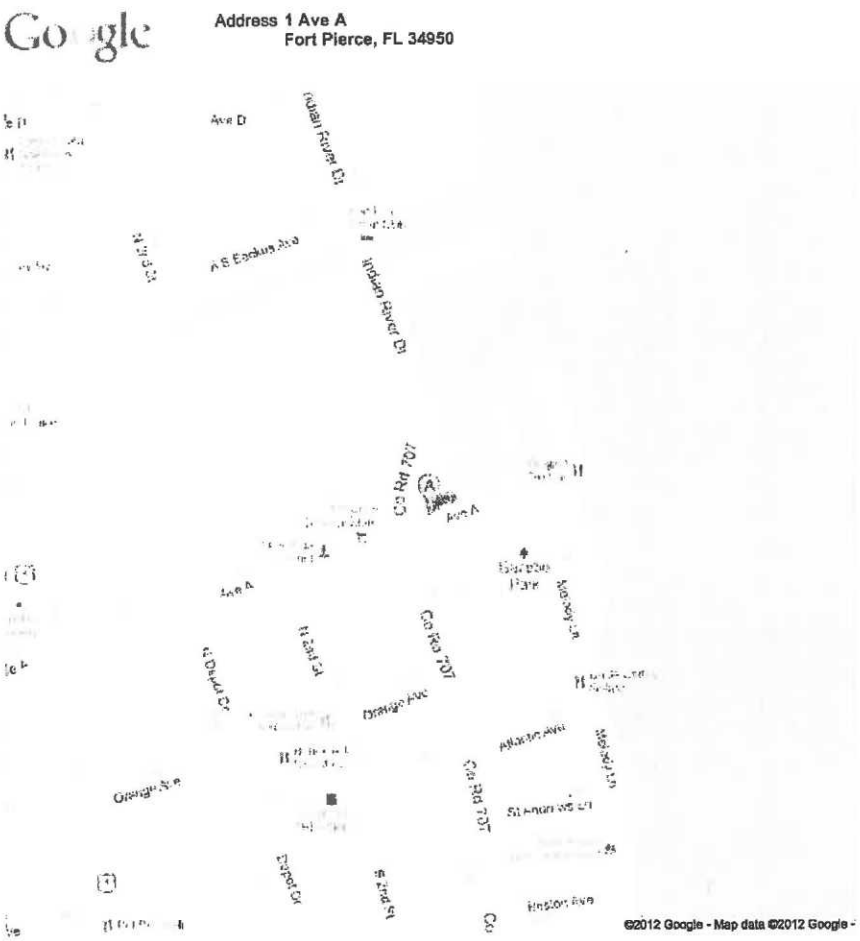
Linda W. Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/6/2021

Commission/Serial No.

Linda W. Cox
Signature of Notary Public

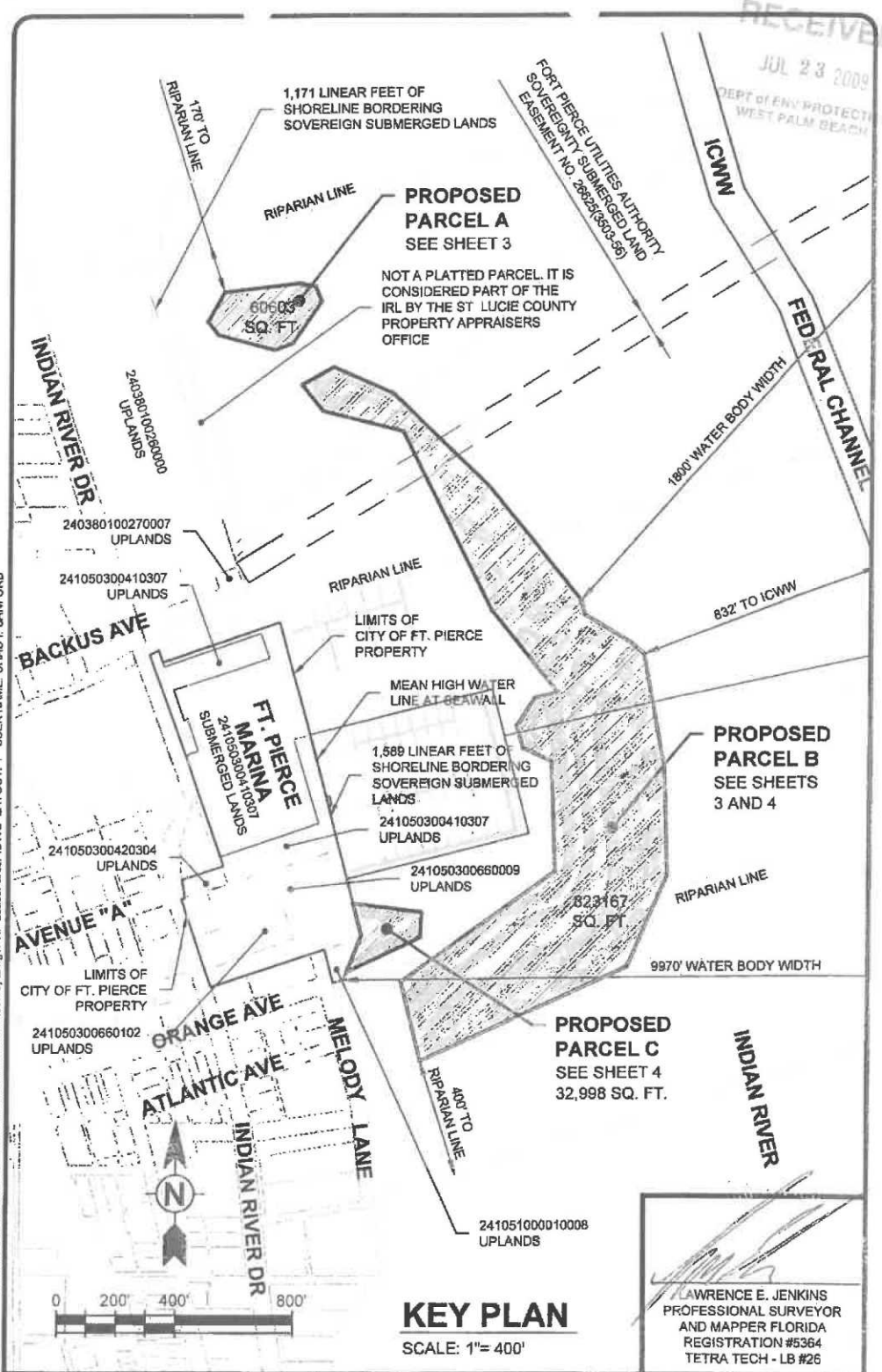
Notary Public, State of Florida

Linda W Cox
Printed, Typed or Stamped Name



1 Avenue A
Fort Pierce, FL 34950

RECEIVED
JUL 23 2009
DEPT of ENV PROTECTION
WEST PALM BEACH



KEY PLAN

SCALE: 1"= 400'

LAWRENCE E. JENKINS
PROFESSIONAL SURVEYOR
AND MAPPER FLORIDA
REGISTRATION #5364
TETRA TECH - LB #26

Wednesday, July 22, 2009 3:58:43 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 1 USER NAME: CHAD I. SANFORD

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION

PROPOSED SUBMERGED LANDS LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS

Drawing No.

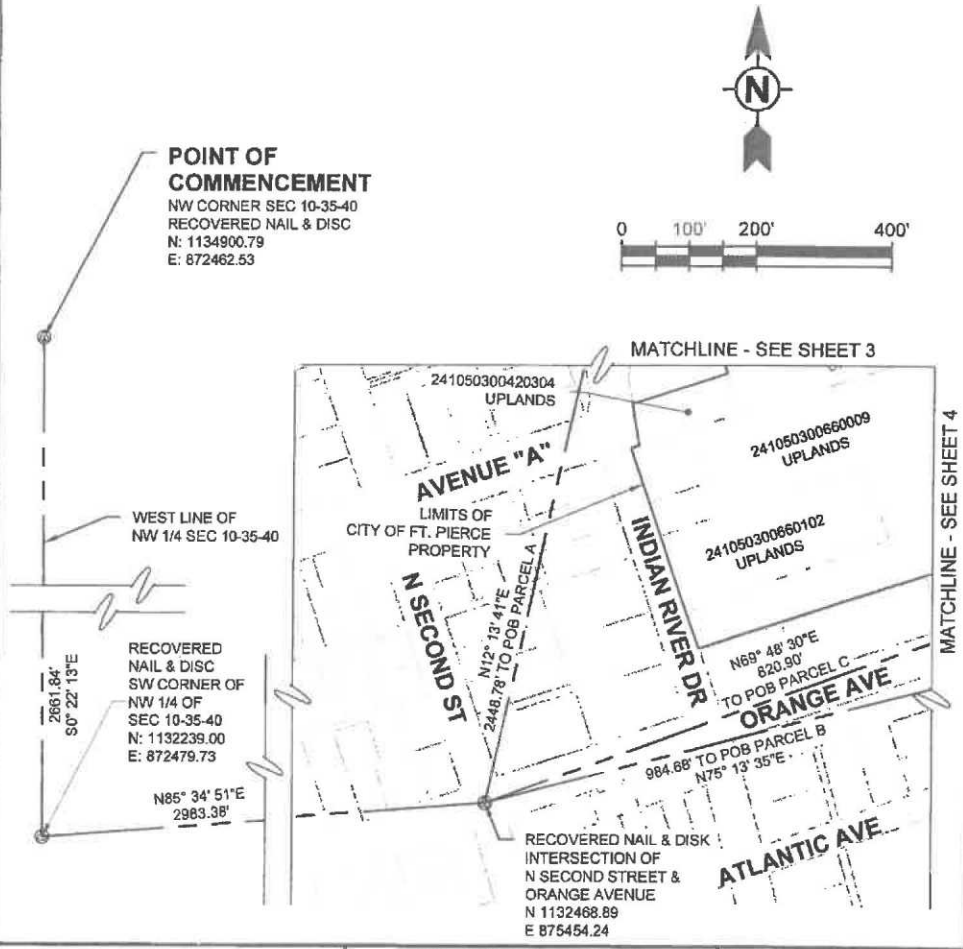
1 OF 6

Copyright: Tetra Tech

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N75° 18' 19"W	200.93'
L2	S37° 45' 40"E	56.28'
L3	S28° 59' 31"W	114.86'
L4	S83° 33' 18"W	258.20'
L5	N80° 24' 14"W	53.39'
L6	N22° 07' 44"W	55.90'
L7	N34° 01' 01"E	170.81'
L8	N69° 47' 35"E	65.58'
L9	N54° 10' 29"E	639.35'
L10	N2° 05' 19"W	371.99'
L11	N65° 29' 33"W	106.71'
L12	N15° 54' 02"W	79.18'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N32° 01' 33"E	113.62'
L14	N75° 04' 46"E	80.17'
L15	N38° 53' 08"W	356.84'
L16	N26° 26' 26"W	676.45'
L17	N75° 45' 10"W	278.50'
L18	N37° 58' 13"W	113.78'
L19	N60° 51' 06"E	122.12'
L20	S66° 17' 27"E	217.39'
L21	S45° 44' 11"E	457.04'
L22	S39° 01' 43"E	495.09'
L23	S13° 26' 09"E	48.10'
L24	S59° 02' 17"E	185.44'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L25	S48° 07' 20"E	56.74'
L26	S10° 07' 57"E	399.04'
L27	S1° 48' 16"E	357.45'
L28	S23° 21' 19"W	338.23'
L29	S65° 07' 36"W	768.49'
L30	N13° 42' 58"W	278.32'
L31	N21° 49' 55"E	132.00'
L32	N14° 17' 48"W	112.68'
L33	S83° 06' 11"E	232.15'
L34	S3° 03' 18"W	86.35'
L35	S64° 32' 58"W	273.69'



TETRA TECH

www.tetratech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE. (407) 839-3855 FAX: (407) 839-3790

SKETCH OF DESCRIPTION

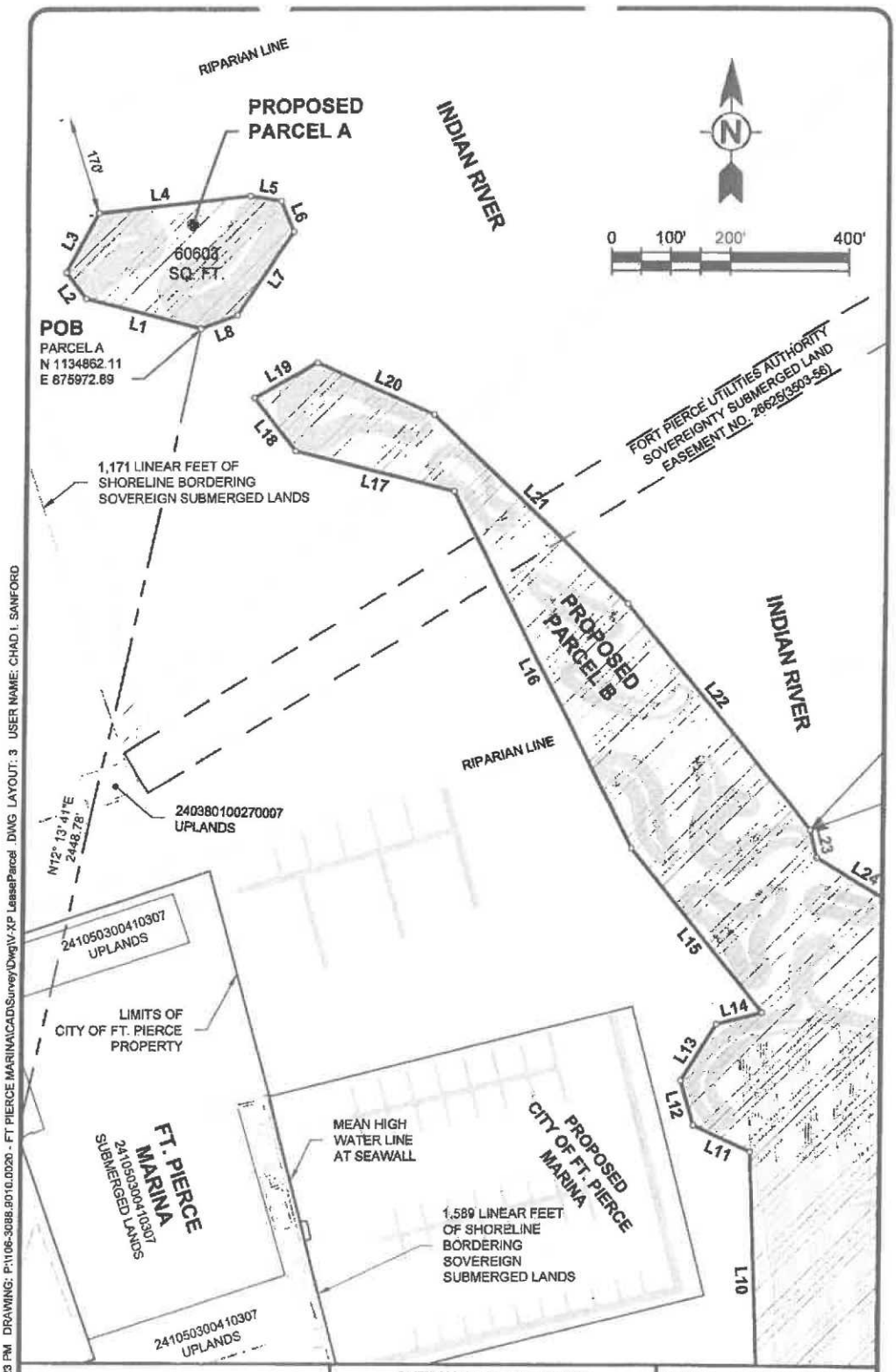
PROPOSED SUBMERGED LANDS LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	2 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 3:57:06 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 2 USER NAME: CHAD I. SANFORD



Wednesday, July 22, 2009 3:57:23 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CADD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 3 USER NAME: CHAD I. SANFORD

TETRA TECH

www.tetratech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

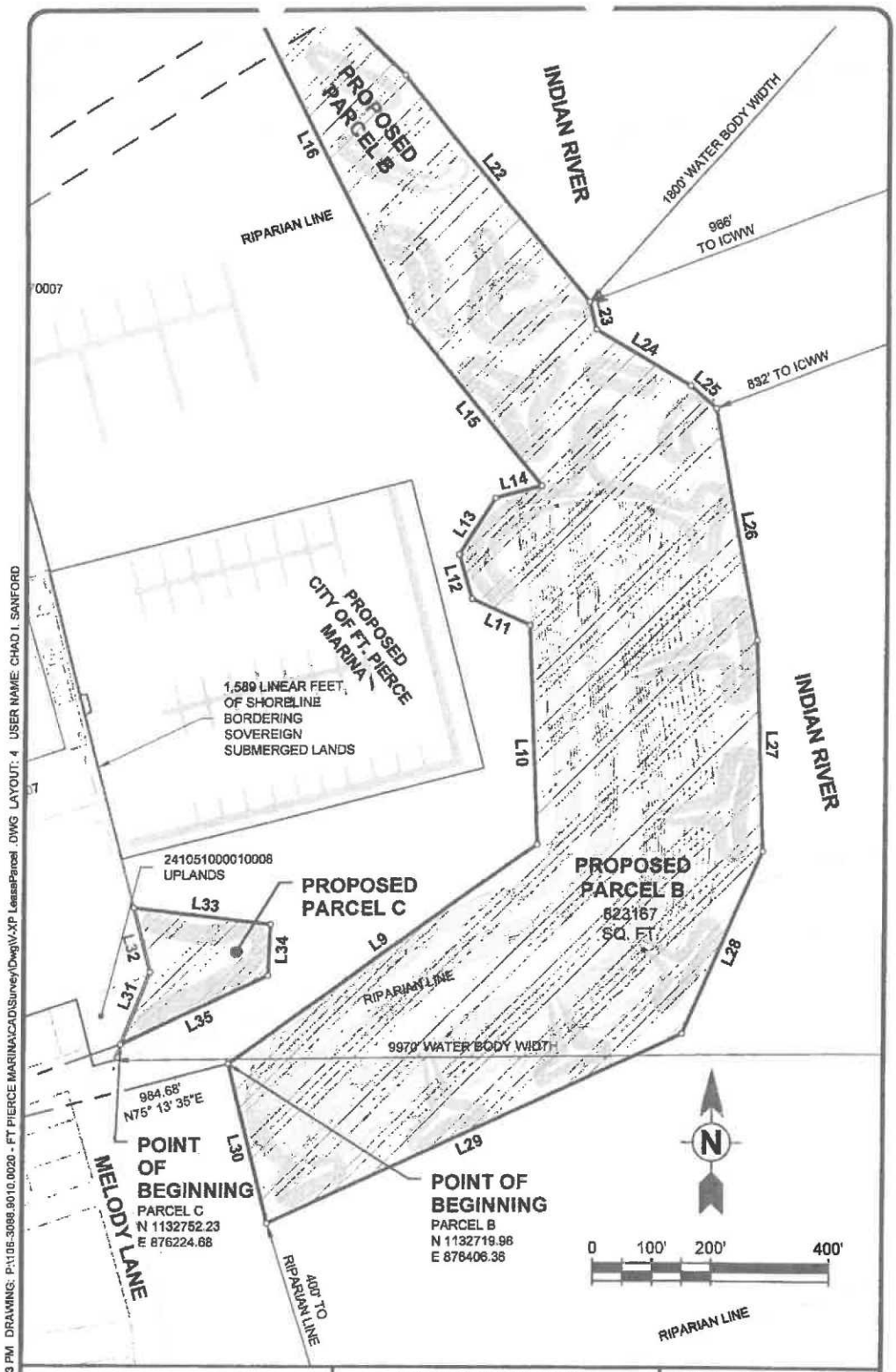
SKETCH OF DESCRIPTION

PROPOSED SUBMERGED LANDS LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	3 OF 6

Copyright: Tetra Tech



Wednesday, July 22, 2009 3:57:43 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeasaParcel .DWG LAYOUT: 4 USER NAME: CHAD I. SANFORD

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED SUBMERGED LANDS LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	4 OF 6

Copyright: Tetra Tech

LEGAL DESCRIPTION: (PARCEL A)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N12°13'41"E, FOR A DISTANCE OF 2,448.78 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1134862.11, E 875972.89); THENCE RUN N75°18'19"W, FOR A DISTANCE OF 200.93 FEET; THENCE RUN N37°45'40"W, FOR A DISTANCE OF 56.28 FEET; THENCE RUN N28°59'31"E, FOR A DISTANCE OF 114.86 FEET; THENCE RUN N83°33'16"E, FOR A DISTANCE OF 258.20 FEET; THENCE RUN S80°24'14"E, FOR A DISTANCE OF 53.39 FEET; THENCE RUN S22°07'44"E, FOR A DISTANCE OF 55.90 FEET; THENCE RUN S34°01'01"W, FOR A DISTANCE OF 170.81 FEET; THENCE RUN S69°47'35"W, FOR A DISTANCE OF 65.58 FEET TO THE POINT OF BEGINNING.

(CONTAINING 60,603 SQ. FT. OR 1.391 ACRES, MORE OR LESS)

LEGAL DESCRIPTION: (PARCEL B)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N75°13'35"E, FOR A DISTANCE OF 984.68 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1132719.98, E 876406.36); THENCE RUN N54°10'29"E, FOR A DISTANCE OF 639.35 FEET; THENCE RUN N02°05'19"W, FOR A DISTANCE OF 371.99 FEET; THENCE RUN N65°29'33"W, FOR A DISTANCE OF 106.71 FEET; THENCE RUN N15°54'02"W, FOR A DISTANCE OF 79.18 FEET; THENCE RUN N32°01'33"E, FOR A DISTANCE OF 113.62 FEET; THENCE RUN N75°04'46"E, FOR A DISTANCE OF 80.17 FEET; THENCE RUN N38°53'08"W, FOR A DISTANCE OF 356.84 FEET; THENCE RUN N26°26'26"W, FOR A DISTANCE OF 676.45 FEET; THENCE RUN N75°45'10"W, FOR A DISTANCE OF 278.50 FEET; THENCE RUN N37°58'13"W, FOR A DISTANCE OF 113.78 FEET; THENCE RUN N60°51'06"E, FOR A DISTANCE OF 122.12 FEET; THENCE RUN S66°17'27"E, FOR A DISTANCE OF 217.39 FEET; THENCE RUN S45°44'11"E, FOR A DISTANCE OF 457.04 FEET; THENCE RUN S39°01'43"E, FOR A DISTANCE OF 495.09 FEET; THENCE RUN S13°26'09"E, FOR A DISTANCE OF 48.10 FEET; THENCE RUN S59°02'17"E, FOR A DISTANCE OF 185.44 FEET; THENCE RUN S48°07'20"E, FOR A DISTANCE OF 56.74 FEET; THENCE RUN S10°07'57"E, FOR A DISTANCE OF 399.04 FEET; THENCE RUN S01°48'16"E, FOR A DISTANCE OF 357.45 FEET; THENCE RUN S23°21'19"W, FOR A DISTANCE OF 338.23 FEET; THENCE RUN S65°07'36"W, FOR A DISTANCE OF 768.49 FEET; THENCE RUN N13°42'58"W, FOR A DISTANCE OF 278.32 FEET TO THE POINT OF BEGINNING.

(CONTAINING 823,167 SQ. FT. SQUARE FEET OR 18.897 ACRES, MORE OR LESS)

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED
SUBMERGED LANDS
LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	5 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 3:57:49 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CADS\survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 5 USER NAME: CHAD I. SANFORD

LEGAL DESCRIPTION: (PARCEL C)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N69°48'30"E, FOR A DISTANCE OF 820.90 FEET TO THE POINT OF BEGINNING (BEING A POINT ON THE WATERWARD FACE OF A CONCRETE SEAWALL, HAVING A STATE PLANE COORDINATE OF N 1132752.23, E 876224.68); THENCE RUN N21°49'55"E, ALONG SAID CONCRETE SEAWALL FOR A DISTANCE OF 132.00 FEET; THENCE RUN N14°17'48"W, FOR A DISTANCE OF 112.68 FEET; THENCE DEPARTING SAID CONCRETE SEAWALL, RUN S83°06'11"E, FOR A DISTANCE OF 232.15 FEET; THENCE RUN S03°03'18"W, FOR A DISTANCE OF 86.35 FEET; THENCE RUN S64°32'58"W, FOR A DISTANCE OF 273.69 FEET TO THE POINT OF BEGINNING.

(CONTAINING 32,998 SQ. FT. SQUARE FEET OR 0.758 ACRES, MORE OR LESS)

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 10-35-40, HAVING A BEARING OF S0°22'13"E. (STATE PLANE COORDINATES NAD83, FLORIDA EAST ZONE)
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 61-G17, FLORIDA ADMINISTRATIVE CODE.
5. TOTAL PROPOSED LEASE AREA = 916,768 SQUARE FEET OR 21.046 ACRES, MORE OR LESS.
6. LINEAR FOOTAGE OF APPLICANT'S SHORELINE IS (1,171 + 1,589) FEET BORDERING SOVEREIGNTY SUBMERGED LANDS.
7. PROPOSED DOCK INFROMATION AS SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.
8. THE SHORELINE IS 100% SEAWALL/BULKHEAD FOR 1,000 LINEAR FEET ON EITHER SIDE OF THE LEASE AREA.
9. NO MOORED VESSELS SHALL OVERHANG THE LEASE BOUNDARIES.
10. THIS SURVEY CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED SUBMERGED LANDS LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	6 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 4:58:17 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\V-XP LeaseParcel .DWG LAYOUT: 6 USER NAME: CHAD I. SANFORD

RIGHT-OF-WAY DEED

THIS DEED Made this 16th day of September, 1958, by St. Lucie County, Florida, Party of the First Part, and City of Fort Pierce, a Municipal Corporation of the State of Florida, Party of the Second Part,

WITNESSETH: That the Party of the First Part, for and in consideration of the sum of ONE ($1.00) DOLLAR to it in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell to the said Party of the Second Part, its successors and assigns, a right-of-way and easement over, upon and across the following described land, lying and being in St. Lucie County, Florida, to-wit:

From an iron rod at the Northwest corner of the St. Lucie County Park property as shown on map recorded in Plat Book 7, Page 3, St. Lucie County, Florida, public records, the same being a part of the plat of RIVERSIDE ADDITION, as recorded in Plat Book 3, Page 51 of said public records, run thence Northeasterly along the North line of the said St. Lucie County Park Property 15 feet to the point of beginning of the tract herein described, from said point of beginning run Southeasterly along a line parallel to and 15 feet East of the West line of the aforesaid County Park property to the South boundary line of said County Park Property, thence run Northwesterly along the South line of the County Park Property 15 feet to the Southwest corner of said County Park Property, thence run Northwesterly along the West line of aforesaid County Park Property to the Northwest corner of aforesaid County Park Property, thence run Northeasterly along the North line of said County Park Property 15 feet to the point of beginning.

This deed is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right-of-way and easement in and to said lands for street and utilities purposes; and the said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever, claiming, by, through or under party of the first part.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year first aforesaid.

ST. LUCIE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By _____
Its Chairman

ATTEST: W. C. Baggett
Clerk of Circuit Court

CLERK FILE NO. 81753 FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, ON THE 14 DAY OF Jan A. D. 19 60 AT 4:03 O'CLOCK P M. AND RECORDED IN Deed BOOK 264 PAGE 537-538 AND RECORD VERIFIED.
W. C. BAGGETT, CLERK CIRCUIT COURT ST. LUCIE COUNTY, FLA.
BY Margaret Joyner D. C.

347217

47

D E E D

THIS DEED, made this 29th day of September, 1976, by FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE, a corporation organized and existing under the laws of the United States, hereinafter called "Grantor", to CITY OF FORT PIERCE, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having mailing address of P. O. Box 1480, Fort Pierce, Florida 33450, hereinafter called "Grantee".

WITNESSETH: That the Grantor, for and in considertaion of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Lucie County, Florida, viz:

That portion of the below described tract lying East of that certain roadway known as Melody Lane and together with riparian rights:

ALL of Block 1 of RIVERSIDE ADDITION as per plat thereof recorded in Plat Book 3, page 51, of the public records of St. Lucie County, Florida, including all riparian rights and any right, title or interest of the Grantor in and to the Street known as Orange Avenue adjacent to said Block 1 of said RIVERSIDE ADDITION.

FILED AND RECORDED ST. LUCIE COUNTY FLA. ROGER POITRAS CLERK CIRCUIT COURT RECORD VERIFIED

OCT 7 2 19 PM '76

APPRAISERS USE ONLY 2410-510-0001-000/8 A

347217

EXCEPTING THEREFROM those certain properties more particularly described in Deed Book 247 at page 61 and Deed Book 221 at page 377 of the public records of St. Lucie County, Florida

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same upon the express condition that the same shall be used solely for public park purposes and that no permanent structure shall be built or placed thereon which would, in any manner, obscure the view of Indian River from the lands lying on the West side of said Melody Lane. IT IS EXPRESSLY UNDERSTOOD that if the foregoing condition be violated in any manner whatsoever, the title to the above described land shall revert to and immediately vest in the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, all on this, the day and year first above written.

STATE OF FLORIDA DOCUMENTARY STAMP TAX 00.30 DEPT. OF REVENUE OCT-7-76

Signed, sealed and delivered in the presence of:

Jean Hall

Christine Fowler

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE

By Michael J. Brown
Its President

Attest: Frank Fee
Its Secretary
(Corp. Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

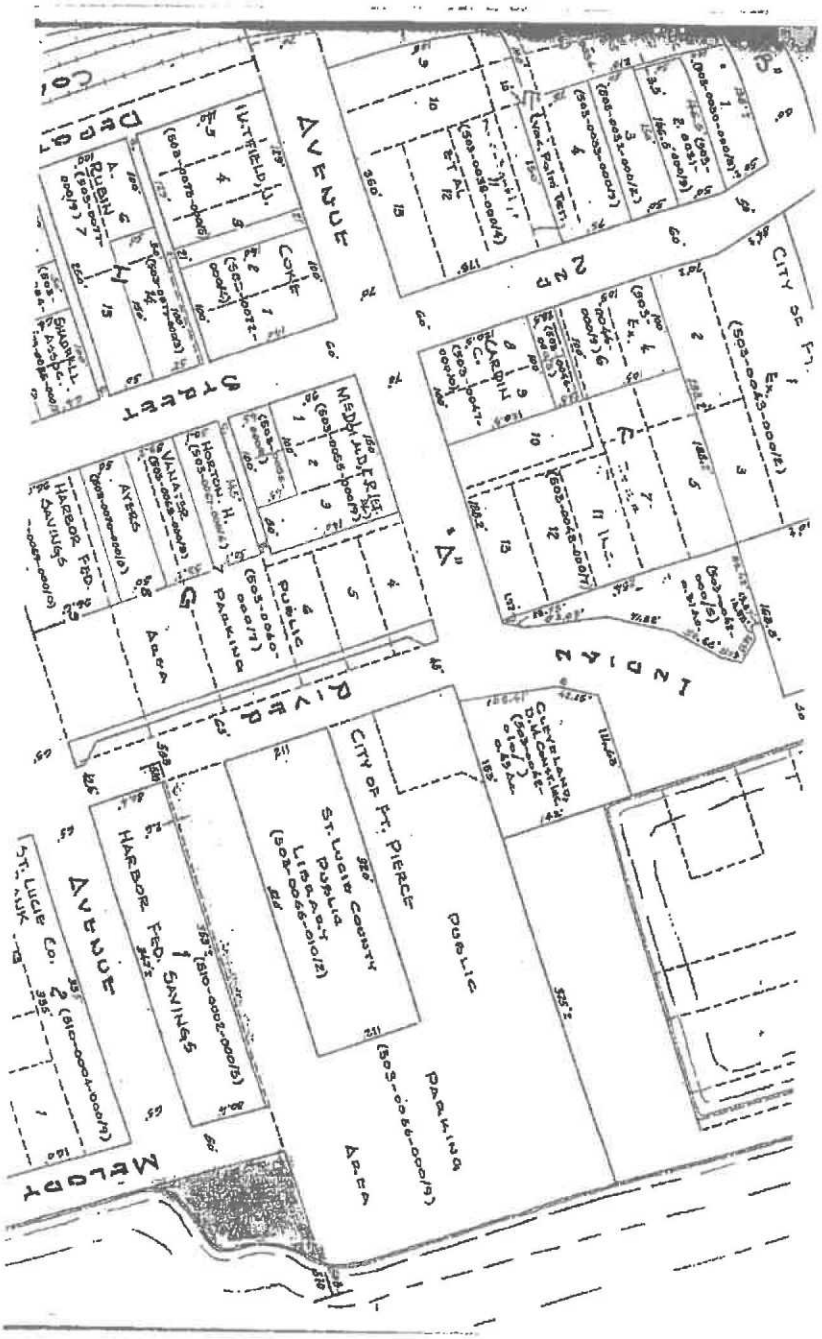
I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared MICHAEL J. BROWN and FRANK FEE, to me well known to be the President and Secretary respectively of First Federal Savings and Loan Association of Fort Pierce, a U. S. corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County aforesaid, this 29th day of September, 1976.

DOCUMENTARY SURTAX 00.55 FLORIDA OCT-7-76

Christine Fowler
Notary Public, State of Fla. at Large
My Commission Expires 01-12-79

BOOK 258 PAGE 1565


AVENUE
CITY OF FT. PIERCE
PUBLIC PARKING AREA
HARBOR FED. SAVINGS
ST. LUCIA COUNTY PUBLIC LIBRARY
AVENUE

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 23913

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Hundred Fifty and 00/100 Dollars, ($150.00), to them in hand paid by the CITY OF FORT PIERCE, a municipal corporation of the State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, subject to the provisions hereinafter set forth, unto the said CITY OF FORT PIERCE, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the point of intersection of the south line of Avenue "A" and the east line of Riverside Drive, as now located in the City of Fort Pierce, Florida, run in an easterly direction along the said south line of Avenue "A", a distance of 105.0 feet to the mean high water mark of the Indian River for the Point of Beginning; thence North 18° 53' West along said mean high water mark, a distance of 740.0 feet; thence North 75° 22' 30" East, a distance of 463.0 feet; thence South 17° 16' East, a distance of 695.0 feet; thence South 70° 01' West, a distance of 440.0 feet, more or less, to the Point of Beginning; containing 7.0 acres, more or less.

THIS CONVEYANCE is made subject to the following provisions:

(1) That said premises shall be used for public purposes only under the supervision of the City of Fort Pierce, Florida, and in the event of non-use of said premises for three (3) consecutive years, title to said premises shall, at the option of the Trustees of the Internal Improvement Fund of the State of Florida, revert to said Trustees or their successors in office.

(2) SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

-1-

This is the SUI document that is included in the current lease!

Attachment B
Page 13 of 14 Pages
SSLL No. 560109629

TO HAVE AND TO HOLD said premises, subject to the aforesaid provisions and reservation, unto said City of Fort Pierce, forever.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 12nd day of January, A. D. 1965.

(SEAL)
Trustees I. I. Fund

Governor

Comptroller

Treasurer

Attorney General

Commissioner of Agriculture

As and Constituting the Trustees of the Internal Improvement Fund of the State of Florida.

-2-

Attachment B
Page 14 of 14 Pages
SSLL No. 560109629

Internal Improvement Fund, State of Florida

DEED NO. 19901 BOOK 168 PAGE 163

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 253.12 Florida Statutes, 1941, and according to the provisions and procedure provided for in Section 253.13, Florida Statutes, 1941, and for and in consideration of the sum of Thirty-nine and 00/100 ($39.00) Dollars, to them in hand paid by CITY OF FORT PIERCE,

St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said CITY OF FORT PIERCE and its successors and assigns, forever, the following described lands, to-wit:

533

Commencing at the interior quarter corner of Section 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida; run thence North 87.22 feet; thence North 71° 35' East, 672.9 feet to a point on the west line of Indian River Drive; thence North 18° 30' West, along the West line of Indian River Drive, 144.22 feet; thence North 71° 25' East, 50 feet to the east line of Indian River Drive as now laid out, at the northwest corner of Block 1 of "Riverside" Addition, as per plat thereof recorded in Plat Book 3, Page 53, St. Lucie County, Florida, Public Records, said point being the Point of Beginning of the tract herein described; From said Point of Beginning continue North 71° 25' East, along the north line of Block 1 of "Riverside" Addition and the easterly extension thereof, 540.18 feet to a point in Indian River; thence North 18° 30' West, 314.18 feet to the southeast corner of existing bulkhead of the Municipal Yacht Basin, said point being on the south line of Avenue "A" produced easterly; thence South 71° 25' West, along the south line of Avenue "A", 540.18 feet to the east line of Indian RiverDrive as now laid out; thence South 18° 30' East, along the east line of Indian River Drive, 314.18 feet to the Point of Beginning, containing 3.9 acres, more or less, and lying and being in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

BOOK 168 PAGE 164

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 203.19, Florida Statutes, 1941, unto the said

CITY OF FORT PIERCE

and its successors

~~XXXXX~~ and assigns, forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 8th day of October A. D. Nineteen Hundred and Fifty-one.

Fuller Warren (SEAL)
Governor.

C. N. Gay (SEAL)
Comptroller.

J. Edwin Larson (SEAL)
Treasurer.

Richard W. Ervin (SEAL)
Attorney-General.

[illegible] (SEAL)
Commissioner of Agriculture.

DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA 1889

Clerk File No. 19763 filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 15th day of Oct. A.D. 1951 at 3:55 o'clock P.M. and recorded in Deed Book No. 168 pages 163-164 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Jayce M. Moody D. C.

CIRCUIT COURT ST. LUCIE COUNTY FLORIDA

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

OF THE STATE OF FLORIDA

DEED NO. 20808

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Dollar, and other good and valuable considerations, to them in hand paid by THE CITY OF FORT PIERCE, of the County of St. Lucie, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF FORT PIERCE and its successors and assigns, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Sections 3 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida, run thence North 89° 56½' East, 191.7 feet; thence South 0° 03½' East, 211.2 feet; thence South 89° 49½' East, 2342.5 feet to a point on the west shore of Indian River and the Point of Beginning of the lands herein described: From said Point of Beginning run thence North 16° 50½' West, 23.1 feet to the north line of Avenue "E"; thence North 89° 58½' East, along the north line of Avenue "E" extended eastwardly, 181.6 feet; thence North 18° 25½' West, 818.4 feet; thence North 43° 51½' East, 83.4 feet; thence North 60° 35½' East, 6.35 feet; thence South 18° 25½' East, 47.5 feet; thence North 72° 31½' East, 381.5 feet; thence South 18° 25½' East, 1811.8 feet to the northerly bankline of Moore's Creek extended eastwardly; thence South 75° 18½' West, along the northerly bankline of Moore's Creek extended eastwardly, 461.8 feet; thence North 18° 25½' West, 105.5 feet to the south line of Avenue "C" extended eastwardly; thence South 71° 24½' West, along the south line of Avenue "C" extended eastwardly, 140.3 feet; thence North 18° 42½' West, 50.0 feet to the north line of Avenue "C"; thence North 71° 24½' East, along the north line of Avenue "C" extended eastwardly, 140.4 feet; thence North 18° 25½' West, 862.6 feet to the south line of Avenue "D" extended eastwardly; thence South 89° 58½' West along the south line of Avenue "D" extended eastwardly, 186.7 feet; run thence North 1° 23½' East, 40.0 feet to the north line of Avenue "D"; thence North 89° 58½' East, along the north line of Avenue "D" extended eastwardly, 172.6 feet; thence North 18° 25½' West, 211.0 feet to the south line of Cedar Street extended eastwardly; thence South 89° 58½' West, along the south line of Cedar Street extended eastwardly, 176.8 feet; thence North 19° 34½' West, 52.2 feet to the north line of Cedar Street; thence North 89° 58½' East, along the north line of Cedar Street extended eastwardly, 177.8 feet; thence North 18° 25½' West, 211.0 feet to the south line of Avenue "E" extended eastwardly; thence South 89° 58½' West, along the south

line of Avenue "E" extended eastwardly, 182.0 feet; thence North 19° 34½' West, 18.2 feet to the Point of Beginning. Containing 19.7 acres.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

TO HAVE AND TO HOLD the above granted and described premises forever.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: None

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 16th, day of November, A. D. 1954.

Charley E. Johns (SEAL)
Acting Governor

C. M. Gay (SEAL)
Comptroller

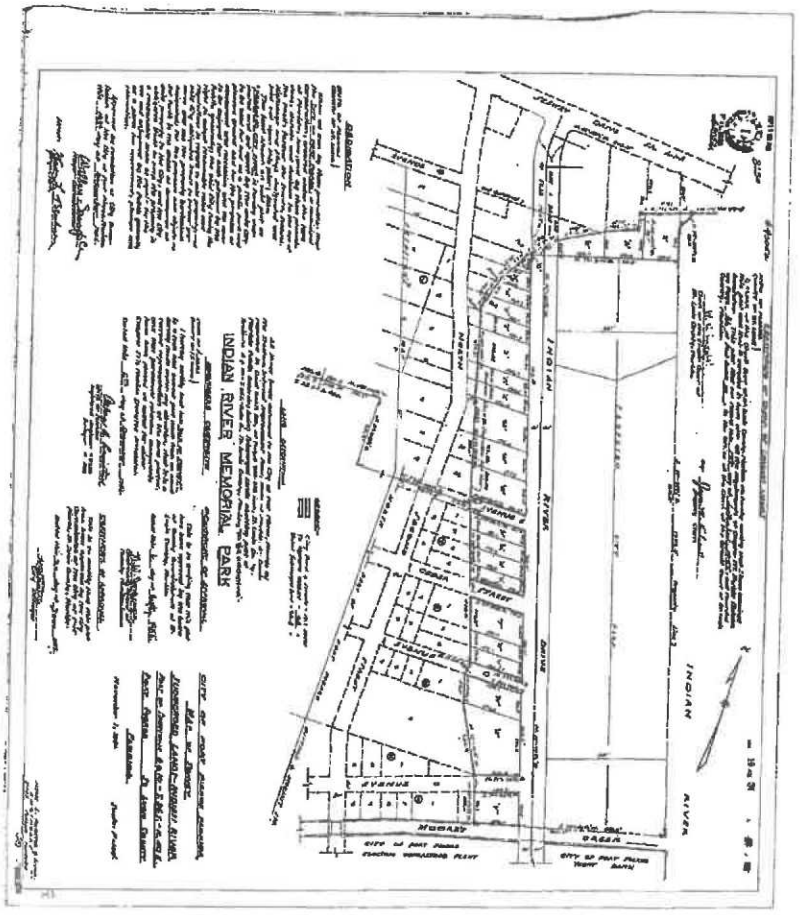
(SEAL) J. Edwin Larson (SEAL)
Trustees I. I. Fund Treasurer

Richard W. Ervin (SEAL)
Attorney General

Nathan Mayo (SEAL)
(SEAL) Commissioner of Agriculture
Dept. of Agriculture

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

Sent to
Errol S. Willes, Mayor
City of Fort Pierce, Fla.
December 8th, 1954


INDIAN RIVER MEMORIAL PARK
INDIAN RIVER
INDIAN RIVER DRIVE
NORTH
MOORES
OAGER

Document Type: Current Submerged Land Lease
[CSL Coversheet]

DM ID# _____

Instrument Desc.	**RENEWAL (27)**			
Lease #	**560344636**			
Permit Application #	**56-0129156-011**			
Document Date	**8/23/2021**			
Water Body	**INDIAN RIVER LAGOON**			
Original County	**ST LUCIE**			
Section(s)	**10**			
Township(s)	**35S**			
Range(s)	**40E**			
Total Area	**21.045**	**Area Unit**	**(A) Acre(s)**	
Recording County		**B:**	**P:**	**O**
Recording County Instrument #				**I**
Lessee	**CITY OF FORT PIERCE**			
Comments:				

Date prepped:
1/19/2022

Electronic images provided by the Bureau of Public Land Administration (BPLA). The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

MEMORANDUM

TO: **TITLE & LAND RECORD FILE**
FROM: **KAREN McMILLAN, PLANNING MANAGER**
SUBJECT: **PAPERLESS INITIATIVE**
DATE: **1/19/2022**

All backup documentation may not have been included in the transmittal of this document or file. If any other information is needed, please contact the following people:

NAME:		BUREAU	
Celeda Wallace		BPLA	
Brad Richardson		BPLA	

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LATOYA BOYD, SENIOR ACCOUNTING ANALYST, MARINA

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL FILE #560344636

CAO RLS FILE: RLS 25-143

DATE: JUNE 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Third Renewal of the City's Submerged Lands Lease with the State of Florida ("State"). Provided for review was the Lease Renewal and an authorizing Resolution. The Third Renewal is backdated to begin on October 23, 2024, when the second renewal expired. I have spoken with Lisa-Marie Raulerson, the Government Operations Consultant with the Department of Environmental Protection, Division of State Lands assigned to this project. She has indicated the backdating and renewing of an expired lease is common for the State, that their attorneys have reviewed and approved the Third Renewal, and that the City may approve it as written. With that understanding, the Third Renewal is approved as to form and correctness.

As for the Resolution, I have made suggested changes to the Resolution. It is uploaded in a Track Changes and Clean Copy format. Please note, I have not checked the Resolution for factual accuracy, as you are to ensure your facts are correct. With that understanding, the Clean Copy is approved as to form and correctness. You must attached Exhibit A – the original Lease and Exhibit B – the Third Renewal to the Resolution.

I recommend the Marina keep track of the new expiration date so as to renew this Lease prior to any future expirations. Please note, the Third Renewal establishes strict requirements for the City to follow. The Marina must review all of these requirements very carefully to ensure current and future compliance.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 06/16/2025

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson Started On: 06/06/2025 01:56 PM

Final Approval Date: 06/06/2025

Purchase Orders Between $10,000 to $50,000 Approved by the City Manager from May 1, 2025 to May 31, 2025

Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
CITY MANAGER	LINCOLN PARK MAIN STREET, INC.	Quarterly Disbursements	$50,000.00	0016000-582310 AID TO PRIVATE ORG/LP MAIN ST	ADMINISTRATIVE
CITY MANAGER	MAIN STREET OF FORT PIERCE,INC	Quarterly Disbursements	$50,000.00	0016000-582200 AID TO PRIVATE ORG/DT MAINST	ADMINISTRATIVE
CODE ENFORCEMENT	PROOF TECHNOLOGY, INC	Pcard purchases - Process Server for Foreclosures	$15,000.00	0012903-534490 CONTRACTUAL SVC/NUISANCE ABT	CODE ENFORCEMENT EXP
INFORMATION TECHNOLOGY	SCRIBBLE SOFTWARE, INC.	MarinaGo Office Enterprise - Cloud Based	$14,020.00	4014100-546750 REPAIR & MAINTEN/SOFTWARE	MARINA EXP
INFORMATION TECHNOLOGY	DELL MARKETING, L.P.	Fleet Mechanics Equipment	$24,137.41	0011600-564100 EQUIPMENT & MACHINERY/OFFICE	ADMINISTRATIVE
PW - COMMUNITY CENTER	RIDDELL ALL AMERICAN SPORTS	FIREHAWK DECALS, HELMETS, MISC EQUIP	$25,000.00	0014008-549920 OTHER CURRENT CHRG/YOUTH ACT	COMMUNITY CENTER
SOLID WASTE	RITZ SAFETY LLC	SOLID WASTE SAFETY EQUIPMENT FY 25	$10,000.00	4024200-534950 CONTRACTUAL SVC/TEMP EMP SVC	SOLID WASTE EXP